



## **AGENDA – Regular Meeting of Council**

**Wednesday, August 14, 2024**

**1:00 PM**

**Magnetawan Community Centre**

### **Page # OPENING BUSINESS**

- 1.1 Call to Order
- 1.2 Adoption of the Agenda
- 1.3 Disclosure of Pecuniary Interest
- 3 1.4 Adoption of Previous Minutes

### **STAFF REPORTS, MOTIONS AND DISCUSSION**

- 9 2.1 DRAFT Camp Khalanie Site Plan
- 21 2.2 Stop Up & Close - Unopened Road Allowance Between CON 1 PT LOTS 26 and CON 1 PT LOT 25 - Langford
- 40 2.3 Consent Application - Jolic - 5993B Highway 124
- 81 2.4 Report from Deputy Clerk Erica Kellogg Encroachment - Echo Beach Cottage Resort Inc
- 94 2.5 Correspondence MADD Message Yearbook Advertising Donation Request
- 96 2.6 Request NOAA Award Burk's Falls Art Club Donation Request
- 99 2.7 Magnetawan Community Centre Board Motion Trees Community Centre - Plant Maples
- 101 2.8 DRAFT By-law to Adopt a Complaints Policy

### **MUNICIPAL BOARDS AND COMMITTEE MINUTES**

- 109 3.1 Central Almaguin Planning Board Minutes May 1, 2024
- 112 3.2 Central Almaguin Planning Board Minutes June 5, 2024
- 118 3.3 Magnetawan Community Centre Board Minutes July 23, 2024
- 121 3.4 Magnetawan Cemetery Board Minutes July 31, 2024
- 123 3.5 Age-Friendly Communities Overview Meeting August 01, 2024

### **CORRESPONDENCE**

- 138 4.1 Township of Armour - MAHC contribution appreciation
- 139 4.2 Muskoka Algonquin Healthcare New phone Number for MAHC Services in Burk's Falls
- 141 4.3 Northern Ontario Art Association Juried Art Exhibition
- 142 4.4 Unsuccessful Outcome Ontario Trillium Foundation for Capital Grant Stream
- 143 4.5 Notice of Temporary Road Closing - Chapman Drive
- 144 4.6 Request for Proposal Roads Need Study 2024
- 155 4.7 ICYMI Council Highlights July 24, 2024

**ACCOUNTS**

156 5.1 Accounts in the amount of \$893,629.53

**PLANNING MEETING**

169 6.1 Zoning By-law Amendment Application - Goodjohn - 1388 Ahmic Lake Road

**BY-LAWS**

170 7.1 Complaints Policy

173 7.2 Klahanie Campers Corporation Site Plan By-law

**CLOSED SESSION**

In accordance with Section 239(2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, Council shall proceed into Closed Session in order to address matters pertaining to:

(b) personal matters about an identifiable individual, including municipal or local board employees

**CONFIRMING BY-LAW AND ADJOURNMENT**

184 8.1 Confirm the Proceedings of Council and Adjourn



**COUNCIL MEETING MINUTES**  
**July 24, 2024**  
**1:00 pm**

The meeting of the Council of the Corporation of the Municipality of Magnetawan was held at the Magnetawan Community Centre on Wednesday July 24, 2024, with the following present:

Mayor Sam Dunnett  
Deputy Mayor John Hetherington  
Councillor Bill Bishop  
Councillor Jon Hind  
Councillor Brad Kneller

Staff: CAO/Clerk Kerstin Vroom and Deputy Clerk Recreation and Communications Laura Brandt were present for the entire meeting. Deputy Clerk Planning and Development Erica Kellogg and Public Works Superintendent Scott Edwards were present for their respective sections in the meeting.

**OPENING BUSINESS**

**1.1 Call to Order**

The meeting was called to order at 1:00 p.m.

**1.2 Adoption of the Agenda**

*RESOLUTION 2024-210 Bishop-Kneller*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the agenda as amended to include 2.7 Correspondence from Magnetawan Daycare Center Permanent Closure – Withdrawal from Lease.*

*Carried.*

**1.3 Disclosure of Pecuniary Interest**

Mayor Sam Dunnett stated that should anyone have a disclosure of pecuniary interest that they could declare the nature thereof now or at any time during the meeting.

\*Councillor Bill Bishop declared pecuniary interest for Agenda Item 2.5 due to being a member of the Magnetawan Horticultural Society. Councillor Jon Hind declared pecuniary interest for Agenda Item 2.5 due to being a member of the Magnetawan Library Board.

**1.4 Adoption of the Previous Minutes**

*RESOLUTION 2024-211 Hetherington-Kneller*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the minutes of the Council meeting on July 3, 2024, as copied and circulated.*

*Carried.*

## **DEPUTATION**

### **Jennifer Rokos, Nipissing & Parry Sound Children's Aid – The Need for Foster Parents and Volunteers**

*RESOLUTION 2024-212 Bishop-Hetherington*

*WHEREAS the Council of the Municipality of Magnetawan thanks Jennifer Rokos Nipissing & Parry Sound Children's Aid for her deputation – The Need for Foster Parents and Volunteers;*

*AND WHEREAS the Council of the Municipality of Magnetawan appreciates the important work that the Nipissing & Parry Sound Children's Aid does in our municipality and surrounding communities;*

*NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan directs Staff to promote the need for Foster Parents and Volunteers in our area.*

*Carried.*

### **Jim Shedden – Baseball, Curling and Soccer and New Ways to Keep Kids Busy**

*RESOLUTION 2024-213 Hind-Bishop*

*WHEREAS the Council of the Municipality of Magnetawan thanks Jim Shedden for his deputation Baseball, Curling, and Soccer and New Ways to Keep Kids Busy;*

*AND WHEREAS Council passed Resolution 2023-07 and 2023-78 supporting the concept of a baseball team, supplying baseball equipment (baseballs, bats, helmets, gloves etc.) and covering the cost of insurance for Kid's Baseball;*

*NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan is supportive of these volunteer-run programs, provided that the curling stones are compatible with and will not damage the ice surface at the Lions' Pavilion, all the participants and/or guardians sign waivers, and all coaching staff provide a clean vulnerable sector check to the Municipality;*

*AND FURTHER THAT Council donates the cost of the Liability Insurance under the name of James Shedden at an upset value of \$300 per program.*

*Carried.*

### **Cyndi Culbert – Request Use of Centennial Park "Roperfest" Event**

*RESOLUTION 2024-214 Bishop-Kneller*

*WHEREAS the Council of the Municipality of Magnetawan thanks Cyndi Culbert for her deputation Request Use of Centennial Park "Roperfest" Event;*

*NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality approves the request for the "Roperfest" Event to be held on Saturday August 24, 2024 with the following conditions:*

- A Public Health Permit to be obtained if required*
- A Special Occasions Permit to be obtained if required*
- The Magnetawan Centennial Park be left clean and tidy after the close of the event and it is the responsibility of the renter to ensure its cleanliness prior to 6:00 pm*
- Proof of liability insurance in the amount of \$5 million dollars indemnifying the Municipality be provided to the Municipality a week in advance of the event.*

*Carried.*

**STAFF QUARTERLY REPORTS**

**Report from Fire Chief Derek Young**

**Report from By-law Enforcement Officer Jason Newman**

**Report from Chief Building Official Tyler Irwin**

**Report from Public Works Superintendent Scott Edwards**

**Report from Parks and Maintenance Manager Steve Robinson**

**Report from Deputy Clerk Erica Kellogg**

**Report from Deputy Clerk Laura Brandt**

**YTD Budget vs Actuals 2024 from Treasurer Stephanie Lewin**

*RESOLUTION 2024-215 Kneller-Hetherington*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the Staff Quarterly Reports from the Department Heads as presented for information only.*

*Carried.*

**STAFF REPORTS, MOTIONS AND DISCUSSION**

**2.1 Stop up Close 7 Sell Open Road Allowance Seguin – Plan 253 Lots 1 to 3 and Con B PT Lot 85 Chapman - Lorusso**

*RESOLUTION 2024-216 Hind-Hetherington*

*WHEREAS the Municipality of Magnetawan has received a Stop Up and Close application for the purchase of an Open Road Allowance leading to water between PLAN 253 LOTS 1 TO 3 AND CON B PT LOT 85 CHAPMAN (LORUSSO);*

*NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives and approves the Staff Report from Erica Kellogg Deputy Clerk – Planning and Development leaving Seguin Road ownership and maintenance status quo.*

Recorded Vote Called by Deputy Mayor John Hetherington

Bill Bishop	Yea	
Deputy Mayor John Hetherington		Nay
Jon Hind	Yea	
Brad Kneller	Yea	
Mayor Sam Dunnett		Nay

*Carried.*

**2.2 DRAFT Deeming By-law James – PT Lot 11 W/S N and PT Lots 11 & 12 in Plan 319**

*RESOLUTION 2024-217 Hind-Kneller*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the DRAFT Deeming By-law James – PT Lot 11 W/S N and PT Lots 11 & 12 in Plan 319 as presented, and the by-law on this matter will be passed later in the meeting.*

*Carried.*

**2.3 Pinchin Ltd. Proposal Feasibility Study for Provision of Hydro for Implementation of New Technologies**

*RESOLUTION 2024-218 Hetherington-Bishop*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the correspondence Pinchin Ltd. Proposal Feasibility Study for Provision of Hydro for Implementation of New Technologies and authorizes the CAO/Clerk to enter into the agreement substantially as presented.*

*Carried.*

**2.4 Parry Sound Age Friendly Community Initiative – request Municipal Representative at Age Friendly Community Committee Meeting**

*RESOLUTION 2024-219 Bishop-Kneller*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the correspondence Parry Sound Age Friendly Community Initiative – Request Municipal Representative at Age Friendly Community Committee Meeting and the following Council members will be attending: Deputy Mayor John Hetherington*

*Carried.*

**2.5 Donation of Chainsaw Carvings to Community Groups**

*\*Councillor Bill Bishop declared pecuniary interest for Agenda Item 2.5 due to being a member of the Magnetawan Horticultural Society. Councillor Jon Hind declared pecuniary interest for Agenda Item 2.5 due to being a member of the Magnetawan Library Board. Councillor Bill Bishop and Councillor Jon Hind refrained from any discussion and refrained from voting.*

*RESOLUTION 2024-220 Kneller-Hetherington*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the correspondence Donation of Chainsaw Carvings to Community Groups Submissions and donates the carvings to: Library, Horticultural Society and United Church.*

*Carried.*

**2.6 Discussion Canada Day 2025**

*RESOLUTION 2024-221 Kneller-Hetherington*

*WHEREAS Canada Day in 2025 will fall on a Tuesday,*

*NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan is in favour of hosting Magnetawan's Canada Day Celebration on Saturday June 28, 2025 AND FURTHER THAT the Council of the Municipality of Magnetawan directs Staff to source any grant funding available to help offset the costs of this event.*

*Carried.*

**2.7 Correspondence from Magnetawan Daycare Center Permanent Closure – Withdrawal from Lease**

*RESOLUTION 2024-222 Hind-Hetherington*

*WHEREAS the Council of the Municipality of Magnetawan receives the correspondence Magnetawan Daycare Center Permanent Closure - Withdrawal from Lease;*

*AND WHEREAS the Council of the Municipality of Magnetawan appreciates the hard work that Meghan Fincham and the Magnetawan Daycare Board have done to get the Daycare up and running;*

*NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan is in agreement with the termination of the lease with no penalty or further payments required from the Magnetawan Daycare with the understanding that all items related to the Daycare will be removed expediently;*

*AND FURTHER Staff is directed to inform the Ministry of the Environment, Conservation and Parks to return the hall to a 'Small Drinking Water System' and the Health Unit that the floors have been cleaned and disinfected, and that the use will revert back to a Community Centre and not a Daycare.*

*Carried.*

**MUNICIPAL BOARD AND COMMITTEE MINUTES**

**3.1 North Bay Parry Sound District Health Unit Board of Health Minutes April 24, 2024**

*RESOLUTION 2024-223 Kneller-Bishop*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the Municipal Boards and Committee Minutes as copied and circulated.*

*Carried.*

**CORRESPONDENCE**

**4.1 Township of Otonabee-South Monaghan Regulation for the Importation of Safe Use of Lithium-ion Batteries**

**4.2 Ministry of Municipal Affairs and Housing Planning Act and Development Charges Act Regulations related to the Cutting Red Tape to Build More Homes Act, 2024 (Bill 185)**

**4.3 Almaguin Pride Thank You Letter Raising the Pride Flag**

**4.4 Almaguin Highlands Secondary School Thank You Card**

**4.5 Municipal Office Closure Monday August 5, 2024**

**4.6 ICYMI Council Highlights July 3, 2024**

*RESOLUTION 2024-224 Hetherington-Bishop*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the correspondence items as copied and circulated.*

*Carried.*



*RESOLUTION 2024-225 Bishop-Hetherington*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan endorses and supports item 4.1 Township of Otonabee South Monaghan Regulation for the Importation and Safe Use of Lithium-ion Batteries;*

*AND FURTHER THAT this resolution be circulated to the Honourable David Piccini, MPP, Philip Lawrence, MP the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM) and all Ontario Municipalities through AMCTO.*

*Carried.*

**ACCOUNTS**

**5.1 Accounts in the amount of \$674,533.41**

*RESOLUTION 2024-226 Hetherington-Kneller*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the accounts in the amount of \$674,533.41 as presented.*

*Carried.*

**BY-LAWS**

**6.1 Zoning By-law Amendment Application – Goodjohn – 1388 Ahmic Lake Road**

**6.2 Deeming By-law Collin James – PT Lot 11 W/S N and PT Lots 11 & 12 in Plan 319**

*RESOLUTION 2024-227 Kneller-Hetherington*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan that the following by-laws are now read a first, second and a third time, passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation, and engrossed in the by-law book:*

*6.1 Zoning By-law Amendment Application – Goodjohn – 1388 Ahmic Lake Road*

*6.2 Deeming By-law Colling James – PT Lot 11 W/S N and PT lots 11 & 12 in Plan 319*

*Carried.*

**CONFIRMING BY-LAW AND ADJOURNMENT**

**7.1 Confirm the Proceedings of Council and Adjourn**

*RESOLUTION 2024-228 Bishop-Hind*

*BE IT RESOLVED by the Council of the Municipality of Magnetawan that the Confirming By-law is now read a first, second and a third time, passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and engrossed in the by-law book;*

*AND FURTHER THAT, this meeting is now adjourned at 2:55 pm to meet again on Wednesday August 14, 2024, at 1:00 pm or at the call of the Chair.*

*Carried.*

Approved by:

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Mayor

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Clerk





**Moved by:** \_\_\_\_\_

**Seconded by:** \_\_\_\_\_

**WHEREAS** the Council of the Corporation of the Municipality of Magnetawan passed By-law No. 2023-19 to rezone the lands legally described as PCL 12303 SEC SS; LT 17 CON 3 CROFT; LT 17 CON 4 CROFT EXCEPT M406 & M508; MAGNETAWAN to the Commercial Tourist Exception 4 Zone (CT-4);

**AND WHEREAS** the lands are subject to site plan control to showcase the current organization of the site and provision for additional development on the subject lands, which approval is conditional upon the execution and registration on title of a Site Plan Agreement;

**AND WHEREAS** the Council for the Municipality of Magnetawan is in favour of the Lakeside Trail entrance as the primary entrance;

**AND WHEREAS** the Council for the Municipality of Magnetawan is in favour of the Tranquility Trail entrance being a controlled entrance used as the Fire Access Route with keys and/or codes provided to emergency service providers;

**AND WHEREAS** the Council for the Municipality of Magnetawan does not support any additional entrances from either Tranquility Trail and/or Lakeside Trail;

**NOW THEREFORE BE IT RESOLVED** the Council for the Municipality of Magnetawan receives the Site Plan prepared by Wayne Simpson & Associates, Planning and Development Consultants, Project: Conceptual Master Plan, Dated November 17, 2020, Revision No: Jun 30, 2022, File Name: CAMPKLAHANIECONCEPT.dwg as amended to remove the boat/trailer and overflow parking entrance;

**AND** a By-law will be passed later in the meeting.

Carried \_\_\_\_\_ Defeated \_\_\_\_\_ Deferred \_\_\_\_\_ \_\_\_\_\_

Sam Dunnett, Mayor

Recorded Vote Called by: \_\_\_\_\_

Recorded Vote

Member of Council	Yea	Nay	Absent
Bishop, Bill			
Hetherington, John			
Hind, Jon			
Kneller, Brad			
Mayor: Dunnett, Sam			

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2024 -**

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT, AS A CONDITION OF AN APPROVED ZONING BY-LAW AMENDMENT, WITH THE OWNERS OF THE LANDS:**

**KLAHANIE CAMPERS CORPORATION – PCL 12303 SEC SS; LT 17 CON 3 CROFT; LT 17 CON 4 CROAFT EXCEPT M406 & M508; MAGNETAWAN, being all of the lands described in PIN 52086-0093 (LT), ROLL: (494403000409700).**

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**WHEREAS** an application for a Zoning By-law Amendment was approved by the Council with the condition of a site plan agreement being entered into and registered on title, pursuant to Section 45 (9.1) of the Planning Act, R.S.O. 1990, regarding the aforementioned lands;

**AND WHEREAS** Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Municipality’s requirements;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Magnetawan hereby enacts as follows:

1. That the Municipality of Magnetawan enter into a site plan agreement substantially in the form attached hereto as “This Agreement.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Municipality’s solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 14<sup>th</sup> day of August, 2024

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

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Mayor

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CAO/Clerk

**SITE PLAN AGREEMENT**

THIS AGREEMENT made between:

**KLAHANIE CAMPERS CORPORATION**

hereinafter called the "Owner"

OF THE FIRST PART

- AND -

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

hereinafter called the "Municipality"

OF THE SECOND PART

WHEREAS the lands affected by this Agreement are the lands described in paragraph 1.1 (the "subject lands");

AND WHEREAS the subject lands have been re-zoned to the Commercial Tourist Exception 4 Zone (CT-4) and are subject to site plan control;

AND WHEREAS the Municipality has approved the site plan showing the current organization of the site and provision for additional development on the subject lands, which approval is conditional upon the execution and registration of a site plan agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration (the receipt whereof is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

**1. SCOPE OF AGREEMENT**

1.1 DESCRIPTION OF LANDS - See Schedule "A" (hereinafter referenced as "the subject lands").

1.2 CONFORMITY WITH AGREEMENT - The Owner covenants and agrees that all development of and work upon the subject lands shall be in compliance with:

- a) the provisions of this Agreement;
- b) the Approved Plan(s) referenced in Schedule "B";
- c) all additional Schedules hereto attached;
- d) all applicable Municipal By-laws and all Provincial Legislation.

1.3 RELIANCE UPON REPRESENTATIONS - The Owner acknowledges that:

- a) it has made representations to the Municipality that it will maintain the subject lands in accordance with the Approved Plans and will not alter the development on the lands unless such alterations accord with the Approved Plans;
- b) the Municipality has entered into this Agreement in reliance upon these representations.

1.4 SCHEDULES ATTACHED - The following schedules are attached to this Agreement and form part of this Agreement:

Schedule "A" - Legal Description

Schedule "B" - Approved Plan(s)

## **2. MODIFICATION OF PLANS AND SPECIFICATIONS**

2.1 There shall be no changes in the Schedules attached hereto, or to any plans, reports, specifications etc. filed and accepted by the Municipality concerning the subject lands unless such changes have been first submitted to, and accepted by, the Municipal Chief Administrative Officer ("C.A.O."), or other authorized representative.

## **3. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY**

3.1 Prior to the execution of this Agreement by the Municipality, the Owner shall:

- a) Taxes - have paid all municipal tax bills issued and outstanding on the said lands,
- b) Land Ownership - be the registered owner in fee simple of the lands described in section 1.1,
- c) Postponements Mortgage/Charge - have filed with the municipal solicitor, at the discretion of the Municipality, a postponement of any Mortgage/Charge in favour of this agreement.

#### 4. **EFFECT OF SITE PLAN SHOWING PORTION OF SUBJECT LANDS**

- 4.1 The Owner acknowledges that the Municipality has not required the Owner to produce a site plan showing all of the Owner's lands. The Owner agrees and acknowledges that development of those portions of the land not shown on the site plan may require the Owner to apply for and obtain site plan approval. The Owner agrees that it will not seek any building permits for the foregoing until such time as it has applied for and received site plan approval or it has been confirmed by the Municipality that site plan approval is not required.

#### 5. **INTERNAL WORKS**

- 5.1 Development in Accordance with Approved Plans - The Owner will maintain at its expense all internal site services/works on the subject lands as shown in the Approved Plans in accordance with all applicable federal, provincial and municipal standards, specifications and/or regulations.

- 5.2 Maintenance - The Owner agrees that there shall be no further development of the lands except in accordance with the Municipality's site plan control by-law, the site plan approval and this agreement.

- 5.3 Applicability of Other Municipal By-laws - the Owner acknowledges that notwithstanding the issuance of site plan approval, any alteration of the shoreline including the conduct of any work in furtherance of this agreement shall be conducted in accordance with any federal/provincial laws or municipal by-law affecting or regulating the shoreline area.

- 5.4 Private Sanitary Sewage System and Drinking Water System – The Owner acknowledges and agrees that it is responsible for the maintenance and operation of the private sanitary sewage collection and disposal system and private drinking water supply and distribution system and for complying with all applicable law related thereto. The Owner acknowledges that any further development upon the subject lands may oblige the Owner to obtain updated, amended or new approvals (e.g. an Environmental Compliance Approval) for such systems from the Ministry of Environment, Conservation and Parks (MECP) or such other applicable approval authority.

- 5.5 Emergency Access Entrance - The Owner agrees that the northerly entrance to the subject lands (Tranquility Trail) shall be maintained as an emergency access point and is not intended for regular camp related traffic. The Owner agrees to maintain controlled access and should the Owner wish to lock such entrance it shall provide keys or access codes to the emergency service providers.

- 5.6 Fire Routes – The Owner acknowledges and agrees to maintain the Fire Access Route identified on the Site Plan in a condition that provides suitable access for emergency services vehicles to all sites and in accordance with applicable Provincial Legislation and associated regulations.

- 5.7 Entrance Permits – The Owner acknowledges and agrees that it is required to apply for and obtain an entrance permit for the second entrance to/from Lakeside Trail for the purpose of accessing the Boat Trailer and Overflow Parking Area identified on the Site Plan.

**6. GENERAL DEVELOPMENT STANDARDS**

- 6.1 The Owner shall ensure that all construction activities shall not commence until Permits are issued by the Chief Building Official where applicable.
- 6.2 The Owner covenants and agrees to arrange for private snow removal from the subject lands. The Owner shall, on a continuous basis, ensure that snow is regularly removed from the site when the designated snow storage areas as shown on the Site Plans (if any) are full. The Owner shall not store or provide for snow storage in any area immediately adjacent to a municipal street.
- 6.3 The Owner covenants and agrees to enter into a contract with a garbage collection contractor for garbage collection upon the said lands if required by the waste authority. Such garbage shall be deposited and stored in the area(s) shown (if applicable) on the Approved Plans. The Owner specifically releases and forever discharges the Municipality from any obligation of providing garbage collection services to the subject lands.

**7. EMERGENCY SITUATION**

- 7.1 If as a result of any work undertaken by the Owner, or its servants, or agents, there exists in the opinion of the Municipality's Public Works Superintendent, an emergency situation which requires immediate attention to avoid damage to public property or services owned by the Municipality, such work may be done immediately by the Municipal Engineer at the expense of the Owner, but notice shall be given to the Owner at the earliest possible time.

**8. REGISTRATION OF AGREEMENT AND OTHER DOCUMENTS**

- 8.1 The parties hereto consent to the registration of this Agreement by the Municipality upon the title of the said lands, which registration shall be included as a legal expense to the Owner. The Owner further agrees that it will execute such further and other documents, consents, or applications as may be reasonably required by the solicitor for the Municipality for the purpose of any registration against the said lands, or for the purpose of giving effect to the provisions required under this Development Agreement.

**9. EXPENSES TO BE PAID BY OWNER**

9.1 Every provision of this Agreement by which the Owner is obliged in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.

**10. ATTACHED SCHEDULES**

10.1 It is agreed that everything included in this Agreement and the Schedules attached thereto, together with all engineering drawings, material and undertakings filed by the Owner and accepted by the Municipality shall be included in and form part of this Agreement.

**11. RESTRICTIVE COVENANTS**

11.1 The Owner agrees that the covenants, agreements and obligations agreed to in this Agreement are and shall be of the same force and effect to all intents and purposes as a covenant, the burden of which shall run with the said lands and each and every part of this Agreement shall extend to, and be binding upon and enure to the benefit of each and all of the heirs, executors, administrators, successors-in-title, and assigns of the parties hereto respectively.

11.2 The covenants, agreements and obligations agreed to in this Agreement are declared to be appurtenant to and for the benefit of the lands of the Municipality abutting the said lands.

**12. INDEMNIFICATION FROM LIABILITY AND RELEASE**

12.1 The Owner covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality from any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Owner or on his behalf in connection with the carrying out of the provisions of this Agreement.

**13. NOTICES TO PARTIES**

13.1 Any Notice to be given by any party under this Agreement may be given by:

- a) personal service on the parties hereto, or
- b) prepaid first class mail addressed to the other party at their last known address and which shall be deemed to have been received 72 hours after mailing.

For the purposes of the foregoing, the addresses for the parties to this Agreement are as follows:



Owner: 1680 Gordon Point Road  
Magnetawan, Ontario P0A 1P0

Municipality: 4304 Hwy # 520 P.O. Box 70  
Magnetawan, Ontario P0A 1P0  
Attention: Chief Administrative Officer

**14. TIME OF THE ESSENCE**

14.1 The parties hereto agree that time shall be of the essence in this Agreement.

**15. ESTOPPEL OF OWNER**

15.1 The Owner agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

**16. INTERPRETATION**

16.1 It is hereby agreed that in construing these presents the word "Owner" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Owner" and "his", "hers", "its" or "their" respectively as the number and gender of the party or parties referred to in each case requires and the number of the verb agreeing therewith shall be so construed as agreeing with the said word or pronoun so substituted.

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16.2 And that all covenants, liabilities and obligations entered into and imposed hereunder upon the Owner shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By Klahanie Campers Corporation on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Name:

Title:

**DRAFT**

I have the authority to bind the Corporation.

By The Corporation of the Municipality of Magnetawan on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

Per: \_\_\_\_\_ c/s

Name: Sam Dunnett

Title: Mayor

Per: \_\_\_\_\_ c/s

Name: Kerstin Vroom

Title: CAO/Clerk

We have the authority to bind the Corporation.

SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND KLAHANIE CAMPERS CORPORATION

LEGAL DESCRIPTION OF LANDS

PCL 12303 SEC SS; LT 17 CON 3 CROFT; LT 17 CON 4 CROFT EXCEPT M406 & M508; MAGNETAWAN, being all of the lands described in PIN 52086-0093(LT).

DRAFT

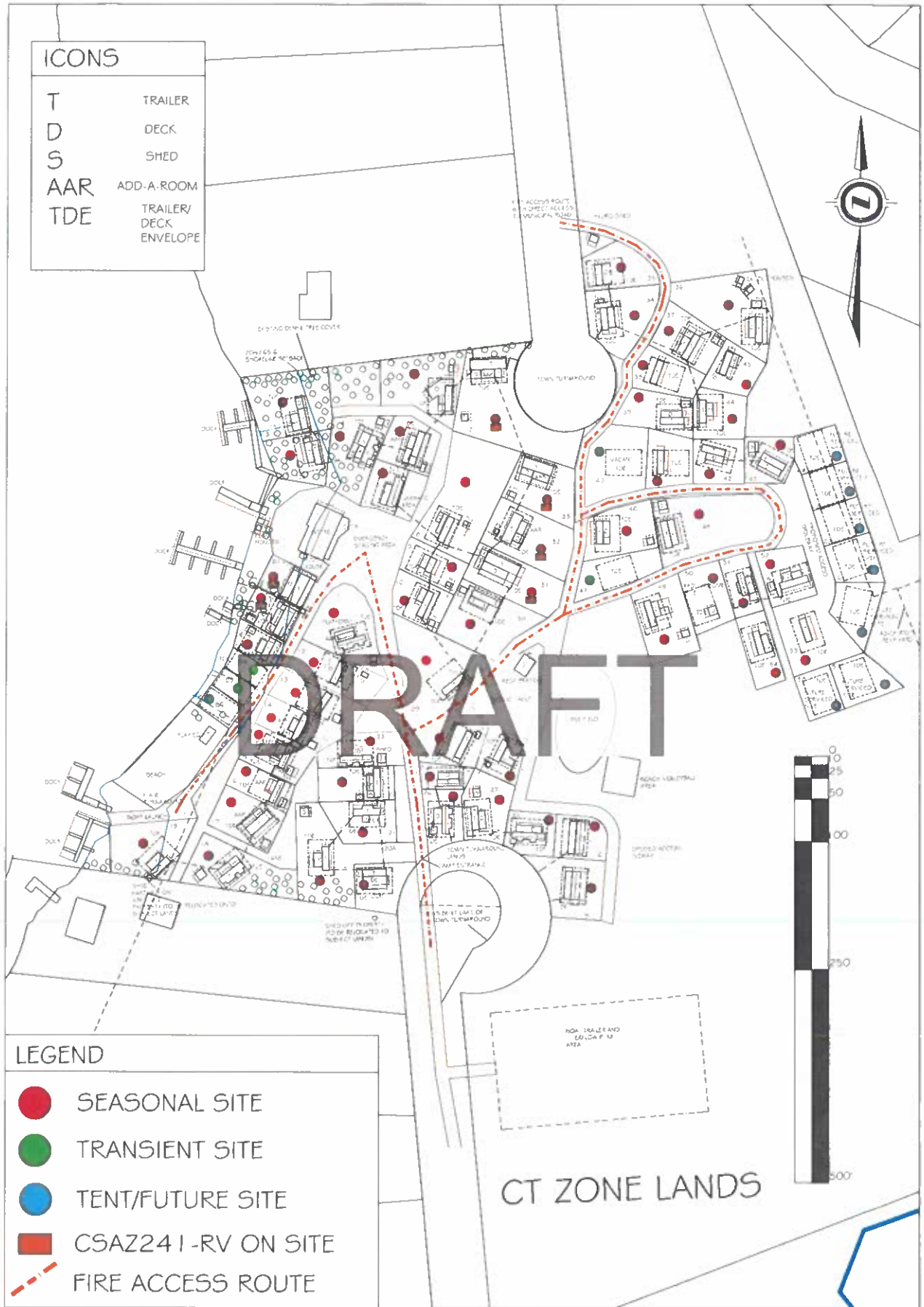
SCHEDULE "B"

THIS IS SCHEDULE "B" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND KLAHANIE CAMPERS CORPORATION

THE APPROVED PLAN(S)

The Plan prepared by Wayne Simpson & Associates, Planning and Development Consultants, Project: Conceptual Master Plan, Dated November 17, 2020, Revision No: Jun 30, 2022, File Name: CAMPKLAHANIECONCEPT.dwg.

DRAFT



**ICONS**

T	TRAILER
D	DECK
S	SHED
AAR	ADD-A-ROOM
TDE	TRAILER/DECK ENVELOPE

**LEGEND**

<span style="color: red;">●</span>	SEASONAL SITE
<span style="color: green;">●</span>	TRANSIENT SITE
<span style="color: blue;">●</span>	TENT/FUTURE SITE
<span style="color: brown;">■</span>	CSAZ241 -RV ON SITE
<span style="color: red;">- - -</span>	FIRE ACCESS ROUTE

<b>PROJECT:</b> CONCEPTUAL MASTER PLAN	<b>LEGAL DESCRIPTION:</b> PART OF LOT 17, CONCESSION 4 TOWNSHIP OF MAGNETAWAN DISTRICT OF PARRY SOUND (EAST) PCL 12303	 WAYNE SIVPOCH & ASSOCIATED PLANNING AND DEVELOPMENT CONSULTANTS 375 KING WILLIAM STREET MILLSVILLE, ONTARIO L1A 1E4 TEL: 705.708.9092 FAX: 705.708.9094 WWW.WSAPLANNING.COM	<b>DATE:</b> NOVEMBER 17, 2020
<b>CLIENT:</b> CAMP KLAMANIE	<b>LOCATION:</b> 1640 GORDON POINT ROAD	<b>MSA FILE No:</b> 222*	<b>SCALE:</b> IMPERIAL (AS NOTED)
			<b>REVISION No:</b> JUN 30, 2022
			<b>FILE NAME:</b> CAMPKLAMANIECONCEPT.dwg

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**WHEREAS** the Municipality of Magnetawan has received a Stop Up and Close application for the purchase of an Unopened Road Allowance leading to water between CON 1 PT LOT 26 42R 7426 and CON 1 PT LOT 25 CHAPMAN (LANGFORD);

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Magnetawan receives and approves the Staff Report from Erica Kellogg Deputy Clerk – Planning and Development and supports leaving the subject Unopened Road Allowance ownership and maintenance level status quo.


Carried \_\_\_\_\_ Defeated \_\_\_\_\_ Deferred \_\_\_\_\_

\_\_\_\_\_  
Sam Dunnett, Mayor

Recorded Vote Called by: \_\_\_\_\_

**Recorded Vote**

<b>Member of Council</b>	<b>Yea</b>	<b>Nay</b>	<b>Absent</b>
Bishop, Bill			
Hetherington, John			
Hind, Jon			
Kneller, Brad			
Mayor: Dunnett, Sam			

 <p><b>Municipality of Magnetawan</b></p>	<b>REPORT TO COUNCIL</b>
To:	Mayor and Council
From:	Erica Kellogg Deputy Clerk Planning and Development
Date of Meeting:	July 24, 2024
Report Title:	Unopened Road Allowance Purchase – Langford

**Recommendation:** THAT Council receives and approves this report as presented.

**Background:**

An application to purchase the Unopened Road Allowance (Allowance) between CON 1 PT LOT 26 42R 7426 and CON 1 PT LOT 25 (East of Rosskopf Road) was submitted by Mark and Lila Langford. Council deferred a decision of this application at the June 19<sup>th</sup> meeting, permitting the applicant to provide legal opinion on the matter. In response to the applicant’s legal opinion, the Municipal Solicitor has provided a response which is included with this report.

The applicant seeks to purchase the Unopened Road Allowance in its entirety which totals approximately 900 meters in length, leads to water and does not solely abut the applicant’s property. (Please refer to additional documents provided with this report.) As noted within the Applicant’s legal opinion, the Applicant seeks to establish water access to CON 1 PT LOT 26 PART 1 with the placement of a dock. The parcel legally described as CON 1 PT LOT 26 PART 1 was created in 1972 prior to the *Planning Act*.

The Applicant previously severed two parcels (shown in yellow on the provided map), off the property municipally known as 499 Rosskopf Road. At the time of the severance the newly created lot abutting Part 1, was provided access via a legal right-of-way (Part 4 42R-22465) through the Applicants property.

**Policy Evaluation:**

Guiding policies when evaluating and processing applications to purchase Unopened Road Allowances include:

- 1) Official Plan (Section 6.7); and
- 2) By-law No. 2011-06 *Policies for Closing and Selling of Road Allowances; and*
- 3) By-law No. 2011-15 *Policies for the Minimal use of Unopened Road Allowances for Motor Vehicle Travel.*

Section 6.7 of the Official Plan (OP) specifically provides that Council “*will not stop up or sell unmaintained road allowances where there is any possibility that there is a potential future public use for the lands*”. The Official Plan provides that Unopened Road Allowances leading to water “*will not be sold unless there is other public access to the water in the immediate area*”. The nearest access to water, which is not presently open, is approximately 1,440m to the north of the subject property.

Section 5.4.6 of the Official Plan requires second tier (backlot) development be supported only when access to the water can be provided. There is a backlot to the west of the subject Unopened Road Allowance that have not reached severance capacity.



The sale of the Unopened Road Allowance would prevent additional lot creation of these backlots since there would be no water access. With each sale of Unopened Road Allowances leading to water, the ability for the Municipality to approve second tier development is hampered.

By-law No. 2011-06 requires that applicants seeking to purchase a road allowance "must be an owner of land adjacent to or abutting that portion of said road allowance". The Applicant seeks to purchase approximately 80m of the subject Road Allowance that does not abut the Applicants property. Additionally, the same By-law provides that when an application to purchase a portion of a road allowance that does not abut the applicants land, the sale will "not adversely affect the owner of the land adjacent to or abutting". In the same regard Council may require the applicants obtain consent from those abutting landowner(s). As presented during the June 19<sup>th</sup> meeting of Council, the abutting owner (Epitaph Group Inc.) of the 80m that does not abut the Applicants land has expressed a desire to purchase the entire 66ft of Unopened Road Allowance that abuts their property.

By-law No. 2011-06 3.2 also provides that the applicant has "appropriate road access" to the subject lands either by means of a Municipality maintained road or registered right-of-way, the applicant has neither. According to the By-law the Applicant will be required to create a legal right-of-way to Part 1 prior to the Unopened Road Allowance sale.

**Staff Comments:**

**By-Law Department:** no concerns from a By-law perspective

**Fire Chief:** Should this become a private road, the limited services clause would come into play. Services may be reduced or not available depending on the condition of the road.

**Building Department:** No concerns from a Building perspective

**Public Works Department:** Looking at the CGIS there is no existing road to the road allowance from what I can see in both the Municipality of Magnetawan and the Township of Ryerson then Public Works has no comment.

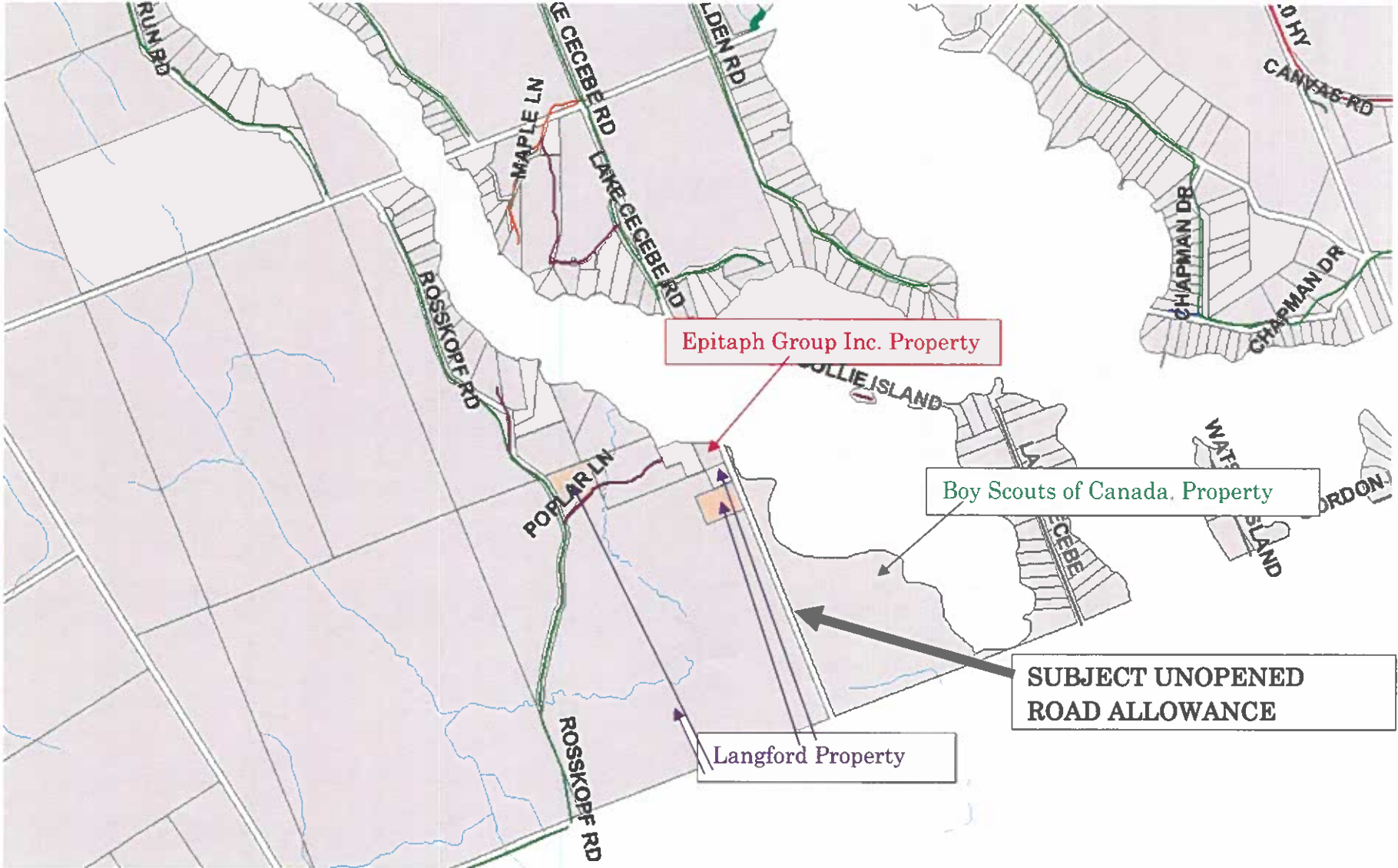
**Summary:**

With the Official Plan and By-law No. 2011-06 providing policy direction on the sale of Open Roads, the sale of the subject Unopened Road Allowance to the Applicant would be in contravention of both the Official Plan and By-law No. 2011-06. Staff recommends the ownership, and maintenance level of the Unopened Road Allowance remain status quo.

Respectfully Submitted,



Erica Kellogg  
Deputy Clerk - Planning and Development



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# Russell, Christie, LLP

Barristers & Solicitors

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W.D. (Rusty) Russell, Q.C., (1925-2019)  
Douglas S. Christie, B.A., LL.B. (retired)  
William S. Koughan, LL.B.

Edward B. Veldboom, MSc. Pl. LL.B.  
Michael F. Sirdevan, B.A. (Hons), LL.B.  
Jennifer E. Biggar, B.A., (Hons), J.D.

Please reply to:  
Edward B. Veldboom (Ext. 237)  
Email: [eveldboom@russellchristie.com](mailto:eveldboom@russellchristie.com)

August 1, 2024

Kerstin Vroom, CAO/Clerk  
The Corporation of the Municipality of Magnetawan  
4304 Hwy #520, P.O. Box 70  
Magnetawan, Ontario  
POA 1P0  
via email to [Clerk@magnetawan.ca](mailto:Clerk@magnetawan.ca)

Dear Ms. Vroom,

Re: Langford Request to Close and Purchase Road Allowance

We have received and reviewed the "Road Closing Application" submitted by Mark, Lily, Carly and Eric Langford concerning a portion of the unopened original road allowance between Lots 25 and 26, Concession 1, geographic Township of Chapman.

You have requested our responses to the questions set out in Deputy Clerk Erica Kellogg's email dated June 6<sup>th</sup>, 2024 and the letter from the Applicant's lawyer (Terry Fraser) dated July 16, 2024.

Response to Questions in the June 6<sup>th</sup> Email

1. *If other abutting owners participate in the sale, can a right-of-way be given at the time of the deed preparation or does that have to be a consent application to create the legal easement.*

It is within Council's authority and discretion to impose conditions upon the sale of a closed road allowance. If Council determines that it would be in the public interest to provide for other abutting owners to receive a right of way/easement prior to the transfer to the applicant, that is well within Council's authority and discretion. Transfers by a municipal corporation do not require a formal severance approval under section 53 of the *Planning Act*.

505 Memorial Ave., Box 158, Orillia, ON L3V 6J3  
Tel: 705-325-1326, Fax: 705-327-1811  
Website: [www.russellchristie.com](http://www.russellchristie.com) General Email: [info@russellchristie.com](mailto:info@russellchristie.com)

2. *The decision to sell this road allowance goes against the OP and the Stop up and Close by-law, if the sale is supported by Council can the decision be appealed under the Planning Act because of the OP??*

There is no right of appeal granted or provided in the *Planning Act* concerning a by-law to stop up and close a road allowance or concerning a by-law authorizing the conveyance of a closed road allowance.

With regard to the Official Plan, section 6.7 is as follows:

**6.7 ROAD ALLOWANCES**

*The Municipality will not stop up or sell unmaintained road allowances where there is any possibility that there is a potential future public use for the lands. Road allowances leading to water will not be sold to abutting property owners unless there is other public access to the water in the immediate area.*

*The sale of lakeshore road allowances may be permitted by the Municipality where there are no environmental, cultural, or other public interests that may be affected by the sale of these lands.*

In our opinion, the policy requires consideration of 3 distinct factors/issues:

1. Is there any potential future public use for this portion of the road allowance?
2. Does this road allowance provide for public access to the water that is not provided by some other public access point in the immediate area?
3. Are there any environmental, cultural, or other public interests that may be affected by the sale of these lands? (although not a shore road allowance it does about the lakeshore)

If all three questions are answered in the negative, then the closure and sale by-law would conform with the Official Plan Policy.

Comments on Terry Fraser's Letter Dated July 16, 2024

We generally agree with Mr. Fraser's account of the changes to the road closing procedures that were enacted in the *Municipal Act, 2001* (the "Act"). Prior versions of the *Municipal Act* included specific, prescriptive provisions that governed the process, including among others, a prohibition on closing and selling a road allowance if such a sale would deprive an abutting owner from its sole means of vehicular access to the property. Those prescriptive provisions no longer exist; municipalities are now simply required to adopt a policy governing the disposition of its lands (section 270 of the Act). Other by-laws and policies (e.g. public notice, road closing procedures) may also be enacted. The bottom line is that subject to section 34 of the Act, a municipality has the sole discretion to enact whatever policies and procedures concerning road closures and sales that it determines are appropriate and in the best interest of the Municipality.

Pursuant to section 34 of the Act, a road closing by-law must be registered on title to the subject lands to be effective.

Mr. Fraser has made reference to commentary of another lawyer (the author of the Ontario Municipal Law Manual), the substance of which is that "*even if a municipality has the legal right to do as it wishes, it would be ill advised for a municipality to take action that would deny the only viable existing access route*" and that litigation could ensue based upon the devaluation of property.

We are unable to locate any such quote in the annual versions of the "*Ontario Municipal Law – A User's Manual*". That said, perhaps Mr. Fraser was referring to another text. In any event, in our opinion that commentary cannot be equated to the continued existence of an outright prohibition on closing a road if it deprives the owner of access from that route. The bottom line is that the Province deemed it appropriate to eliminate that prohibition in the Act and expressly authorized a municipality to "chart its own course". Furthermore, it also introduced a new section (35) that clearly and expressly granted authority to Municipalities to restrict the common law right of access over a public highway.

In our opinion, consideration must be given to the fact that municipalities are immune from liability concerning their legislative actions provided such legislation (i.e a road closing by-law) has been enacted in good faith. Thus, in the absence of demonstrating that the Municipality enacted such a road closing and sale by-law in bad faith or acted beyond its authority, a municipality should be immune from any claim for damages arising from any real or perceived diminution in value. In determining whether a closure by-law was passed in bad faith, whether Council ignored its own policies would be a significant factor. ***This is a key consideration in the case at hand as identified below.***

Two by-laws would appear to have some bearing on the matter: By-law 2006-11 (Closing and Selling Road Allowances) and By-law 2007-33 (Sale of Surplus Lands). Although one would expect that the specifically applicable (Road Closing) by-law should provide all direction that is necessary, it appears that the more recent by-law does not expressly exclude its application to road allowances. In fact, section 4.11 specifically applies to road allowances and, ***moreover, it continues to apply the old statutory prohibition on closing a road allowance that would deprive a property owner from the "sole means of motor vehicle access"***.

In our opinion Council cannot ignore the direction in section 4.11; in that regard it must be determined whether the closure of the road allowance actually provides or could provide motor vehicle access. Based upon the content of Mr. Fraser's letter there is no assertion that the road allowance was even considered as providing motor vehicle access to the parcel owned by his clients and instead that "*the access contemplated by the people who created the parcel was water access via the Road Allowance in question*". That said whether it could or does provide the sole means of access to other properties would seem to be the main consideration.

Mr. Fraser also identified certain factors that should be germane to Council's consideration of the application. At a practical level those factors are reasonably sound. As the Municipal By-laws are relatively silent on the scope of factors to consider (with the exception of section 4.11 in By-law 2007-33), Council can take notice of the considerations Mr. Fraser has identified.

Finally, Mr. Fraser provided some assessment of conditions in the resolution. I agree with Mr. Fraser's assertion that whether the abutting lands are in the old Registry System or in the Land Titles System does not affect the principle of merger under the Planning Act.

He expressed disagreement with Condition 5 however, it appears that disagreement is rendered moot by the fact that he has been instructed to make the application to convert the



Registry Lands into the Land Titles System. Accordingly, our response or comment concerning the disagreement is not required.

What Does This All Mean

In our opinion, Council has the authority and discretion to consider and approve the application provided the Council has due regard for its applicable Official Plan Policy 6.7 and for the guidance contained in By-laws 2006-11 and 2007-33.

As noted above, if the three questions arising from Policy 6.7 in the Municipality's Official Plan are answered in the negative, and provided no deprivation of access would arise contrary to section 4.11 of By-law 2007-33 (or which potential deprivation of access could be overcome through granting of rights other abutting owners) there would be appear to be no Policy or By-law impediment to granting approval.

We trust our comments are of assistance.

Sincerely,



Edward B. Veldboom  
*(electronically signed)*



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT.  
 DATE APRIL 12, 2024  
 PETER N. AUBREY  
 ONTARIO LAND SURVEYOR

PLAN 42R-22465  
 RECEIVED AND DEPOSITED  
 DATE April 16, 2024  
 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE REGISTRY DIVISION OF PARRY SOUND (No. 42)

PLAN SCHEDULE

PART	LOT	CONCESSION	PIN	AREA (ha)
1	PART OF 26	1	ALL OF 52080-0542(R)	0.3716

PLAN OF SURVEY  
 OF PART OF  
**LOTS 26, CONCESSION 1**  
 GEOGRAPHIC TOWNSHIP OF CHAPMAN  
 NOW IN THE  
 TOWNSHIP OF MAGNETAWAN  
 DISTRICT OF PARRY SOUND  
 E. J. WILLIAMS SURVEYING LIMITED  
 SCALE 1 : 750 (Metric)

INTEGRATION DATA

COORDINATES ARE IN METRES AND ARE DERIVED FROM SIMULTANEOUS STATIC GNSS OBSERVATIONS ON SPECIFIED CONTROL MONUMENTS 00819890435 AND 00819890306 AND ARE REFERRED TO UTM ZONE 17 (CENTRAL MERIDIAN 81°W HAD 83 (CSRS 2010). COORDINATES ARE TO RURAL ACCURACY PER SEC 14/2 OF O. REG. 218/10.

SPECIFIED CONTROL POINT	NORTHING	EASTING
POINT 00819890435	5,060,478.374	605,114.900
POINT 00819890306	5,062,257.830	608,158.478

OBSERVED REFERENCE POINT (ORP)	NORTHING	EASTING
POINT 58 REBAR	5,054,747.477	610,124.332
POINT 105 REBAR	5,054,848.906	610,513.606

PLAN POINTS	NORTHING	EASTING
POINT 13 SSB(1311)	5,054,818.847	610,440.355
POINT 509 RB(E.W)	5,054,800.804	610,558.921

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

BEARINGS ARE UTM GRID, DERIVED FROM SIMULTANEOUS GNSS OBSERVATION FROM POINT 58 TO 105 HAVING A BEARING OF N75°23'40"E, UTM ZONE 17 CENTRAL MERIDIAN 81°W HAD 83 (CSRS 2010).

FOR BEARING COMPARISONS, A ROTATION OF 0°58'00" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON UNDERLYING PLANS, EXCEPT P1. NO ROTATION WAS APPLIED TO BEARINGS ON P1.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.9997093.

LEGEND:

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT PLANTED
- ▲ DENOTES OBSERVED REFERENCE POINT
- RB DENOTES IRON BAR
- SB DENOTES STANDARD IRON BAR
- SSB DENOTES SHORT STANDARD IRON BAR
- EJW DENOTES E. J. WILLIAMS SURVEYING LIMITED
- WT DENOTES WITNESS
- 1311 DENOTES P.L. FORTH, OLS.
- 1730 DENOTES R.M. MODERHOTT, OLS.
- O DENOTES INSTRUMENT NO. ROS1799
- P DENOTES PLAN 42R-5756
- P1 DENOTES PLAN 42R-22370
- RB DENOTES ROCK BAR
- JEJ DENOTES J.E. JACKSON, OLS.

SURVEYOR'S CERTIFICATE

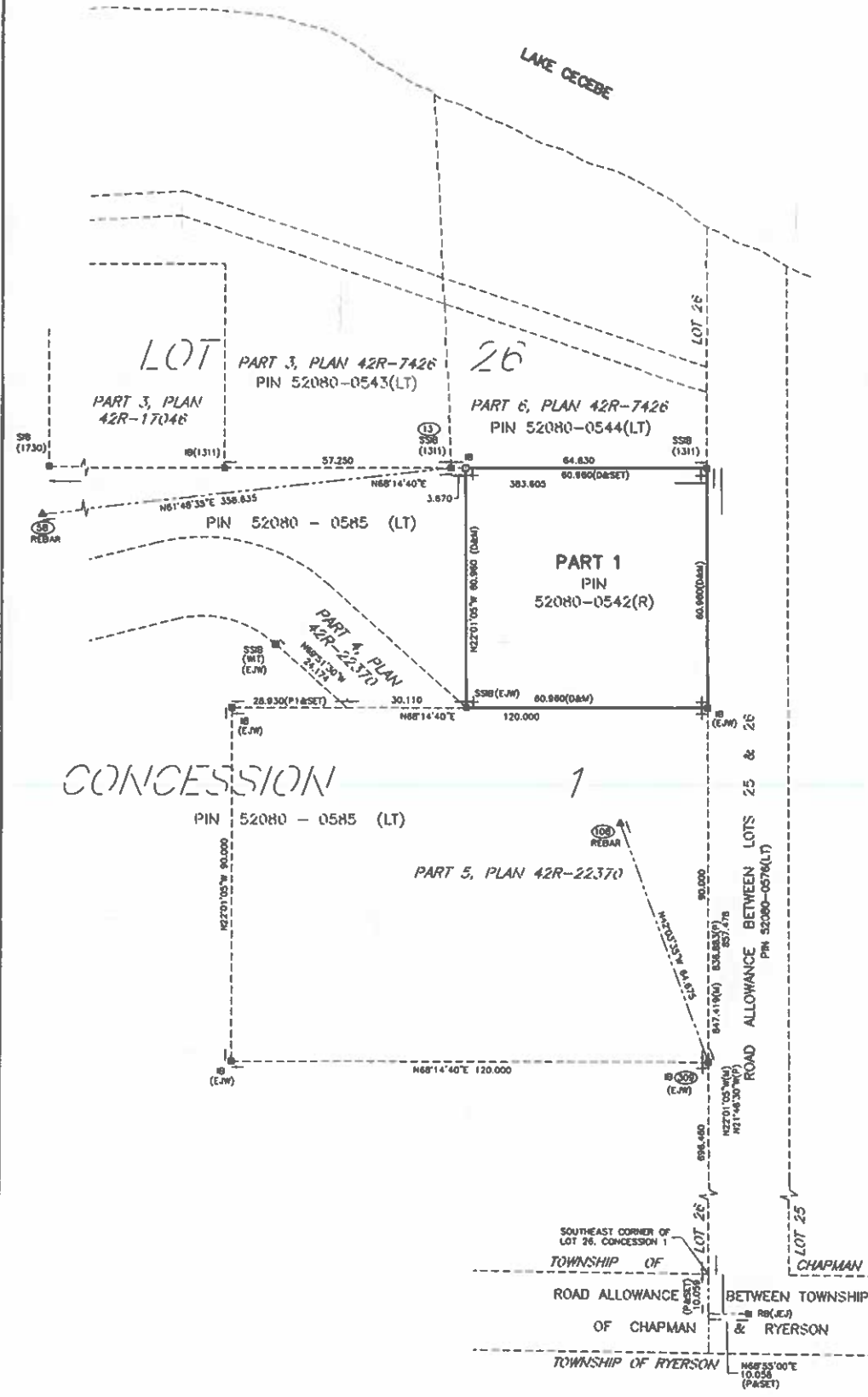
I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.
- THIS SURVEY WAS COMPLETED ON THE 8TH DAY APRIL, 2024.

DATE: APRIL 12, 2024  
 PETER N. AUBREY  
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-65669

**EJW WILLIAMS SURVEYING LIMITED**  
 ONTARIO LAND SURVEYORS PLANNERS  
 HUNTSVILLE & SOUTH RIVER  
 Main Office: 387 Muskoka Rd 3N P1H 1C5 Huntsville, Ontario  
 Phone: 705-789-6171  
 Fax: 705-789-1097  
 Email: info@ejwlliamsurveying.com F1783-248F.dwg





**TERRY E. FRASER, B.A. (Hons.), LL.B.**

*Barrister, Solicitor & Notary Public*

55 Church Street, Parry Sound, Ontario P2A 1Y8

Telephone (705) 746-7847 Fax (705)746-8401

Email: [fraserlaw@vianet.ca](mailto:fraserlaw@vianet.ca)

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July 16, 2024

Mark, Lila, Eric, and Carly Langford  
200 Langford Lane  
P.O. Box 239  
Magnetawan, ON  
P0A 1P0

Dear sirs/Msdams.:

Re: Request to purchase Road Allowance between Lots 25 & 26, Geographic Township of  
Chapman, now in the Township of Magnetawan

My File No.:

---

I confirm that you have made an Application to close and purchase the above-noted Road Allowance. I note that this matter has currently been deferred by the Township.

You asked for my comments regarding this matter. It is my understanding that this Road Allowance is the access for the property that you purchased from Aldous Cole. It appears that this property was created prior to Planning Act control and the subsequent imposition of various levels of planning controls. In the absence of planning rules imposed by the Provincial and or Municipal governments common sense still did require that a property be viable, or no one was interested in purchasing it. In this instance, it is clear that the access contemplated by the people who created the parcel was water access via the Road Allowance in question.

Until 2001 the Ontario Municipal Act required that a municipality provide a first right of refusal to abutting lands owners if the municipality agreed to sell a road allowance. This provision of the Act was removed, and a municipality can now deal with a road allowance as they see fit. I note that the author of the annotated version of the Ontario Municipal Law manual cautions that even if a municipality has the legal right to do as it wishes it would be ill-advised for a municipality to take action that would deny the only viable existing access route. He makes the statement in the context that this would devalue a piece of property and would likely result in litigation against the municipality even though the Municipal Act had been technically complied with.

As a municipality has the authority to proceed as it wishes then the items for consideration would be as follows:

- 1) Is the proposed closing/sale of the Road Allowance to yourselves good planning.
- 2) Will any other titles be denied the only source of access by this action.
- 3) are your intentions for the use of the land somehow offensive.

From a review of the surrounding survey information it appears that your title is the only one that relies upon this Road Allowance as its sole access route. With this in mind it appears that this would constitute good planning by having that access route become part of your title and this would not be adverse to the value of any other lands. It is my understanding that you wish to place a dock on this property. I expect that you need to be the registered owners to obtain a building permit for a dock. This does not appear to be a nefarious or disruptive use.

I note that paragraph four of the Resolution states that the property needs to be merged with either Part 1 on Plan 42R-22465 or Part 5 on Plan 42R-22370. I would suggest that it should be merged with Part 1 on Plan 42R-22465 as this is the property that relies upon that road allowance as its sole access route. I confirm that paragraph 4 of the Resolution would require a Right-of-Way over the subject road allowance appurtenant to Part 5 on Plan 42R-22370 and the balance of Con 1, Lot 26. This appears to be reasonable.

Paragraph 5 of the Resolution I disagree with. The four of you are the registered owners of Part 1 on Plan 42R-22465 currently registered in the Registry system. That title is good and marketable. The title to the Road allowance would merge with the lands designated as Part 1 on Plan 42R-22465 if they were transferred by the Township to the same registered owners. The fact that one portion would be in Registry and one portion would be in Land Titles is irrelevant to the provisions of the Planning Act. I do confirm that you have instructed me to convert this title to Land Titles simply for the convenience of dealing with it by way of electronic document rather than the older paper system. This matter is proceeding and will be done but the current registry title has no impact on the road allowance considerations.

Please let me know if you have any further questions. I await your comments.  
Yours very truly,

  
TERRY E. FRASER  
TEF:jn



**Road Closing Application  
Authorized Under By-Law 2006-11  
(Purchase of Road Allowance)**

- Purchase of Original Road Allowance  
 Purchase of Original Shore Road Allowance (shoreline)

1. Name of Applicant

Mark & Lila Langford  
Carly & Eric Langford

2. Mailing Address of Applicant

PO Box 44 200 Langford Lane  
Magnetawan ON POA 1P0

3. Telephone Number and Email address of Applicant:

705-387-4214 home 705-783-6229 Mark cell Email: lahmicm@gmail.ca

4. Owner's Property Description and Address.

① Part Lot 26 Conc 1 being Part 1, 42 R. 22 465 Magnetawan (water access only)  
② 499 Rosskoph Rd Chipman Conc 1 Pt lots 26 and 27

5. Roll Number

① 4944 01000 1214 000000 ② 4944 010001 21600 0000

7. Names and addresses of Adjacent Owners (each side):

Rumble Boy Scout Camp, Mark & Lila Langford

Please include a sketch (to scale) of the subject lands including: current building, setbacks, entrances, and any significant environmental features (wetlands, streams etc.) pertaining to this Application. If necessary, attach sketch separately.

see sketch attached

**Agent Authorization**  
If the Applicant is not the owner of the land that is the subject of this Application, the written authorization of the owner that the Applicant is authorized to make the Application must be attached to this form or the authorization set out below must be completed.

**Authorization of Owner for Agent to Make the Application**

I, \_\_\_\_\_, am the owner of the land that is the subject of this Application for the purchase of a road allowance, and I authorize \_\_\_\_\_ to make this Application on my behalf.

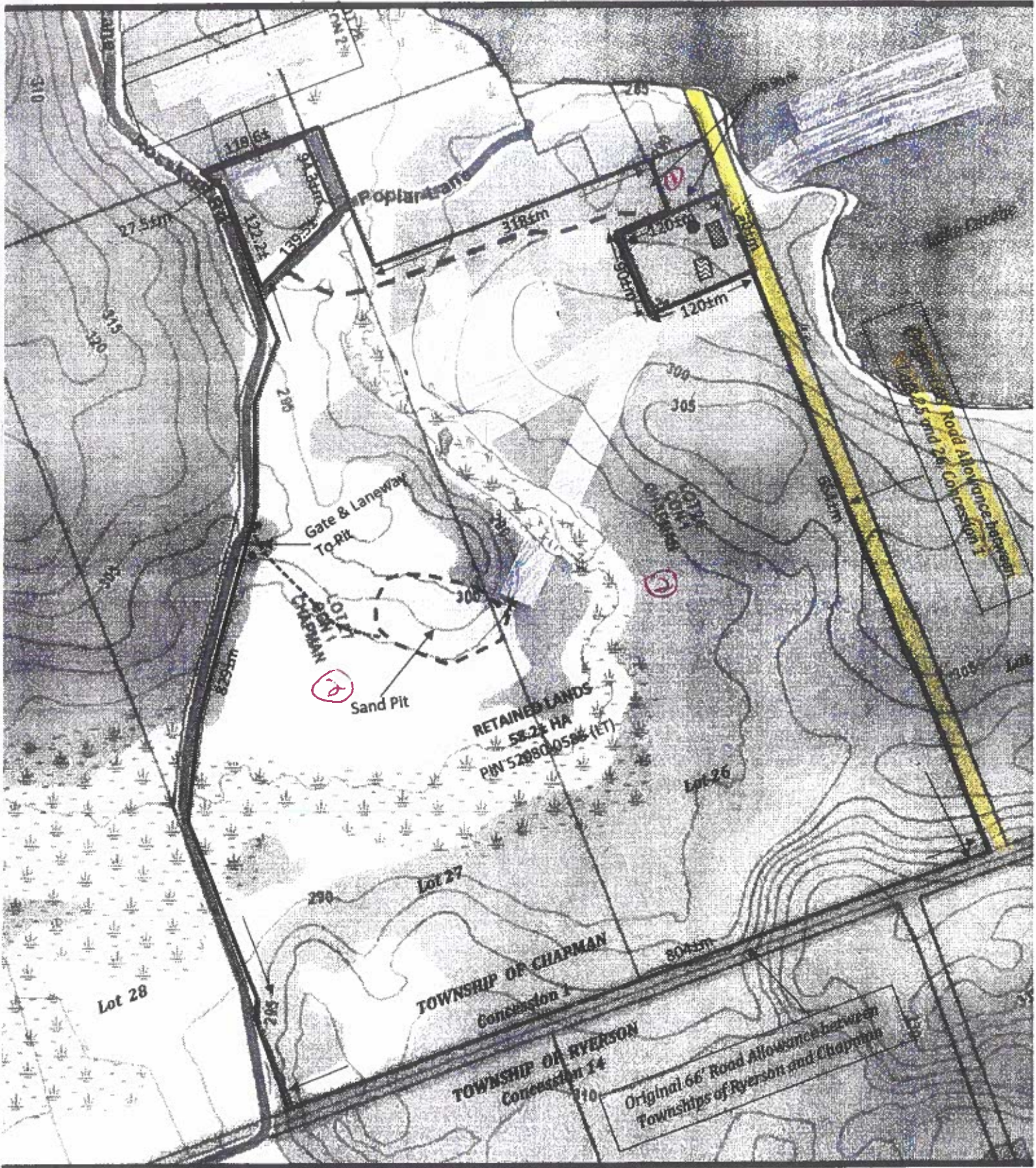
\_\_\_\_\_

Date Signature of Owner

DATE: June 6, 2024 Signature of Applicant 

*Personal information on this form will be used for the purposes of sending correspondence relating to matters before Council. Your name, address, comments, and any other personal information, is collected and maintained for the purpose of creating a record that is available to the general public in a hard copy format and on the internet in an electronic format pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended. Questions about this collection should be directed to the Clerk's office at clerk@magnetawan.com or 705 387 3947 x 1001*





Property ①

Property ②

Road allowance



on desk June 19, 2024

**Laura Brandt**

---

**Subject:** FW: Submission of comment regarding Section 2.3 of the June 19, 2024 Meeting of Council

**From:** Kerstin Vroom <Clerk@magnetawan.com>

**Sent:** Tuesday, June 18, 2024 9:56 PM

**To:**

**Cc:** Erica Kellogg <ekellogg@magnetawan.com>; Laura Brandt <lbrandt@magnetawan.com>

**Subject:** Re: Submission of comment regarding Section 2.3 of the June 19, 2024 Meeting of Council

Thank you for your email.

We will ensure that your email is on desk for Council's consideration at tomorrow's meeting.

Enjoy your evening

Kerstin

---

**From**

**Sent:** June 18, 2024 7:43 PM

**To:** Kerstin Vroom <Clerk@magnetawan.com>

**Cc:** Mike Rumble <livingmagnetawan@gmail.com>; Erica Kellogg <ekellogg@magnetawan.com>;

[livingmagnetawan@gmail.com](mailto:livingmagnetawan@gmail.com) <[livingmagnetawan@gmail.com](mailto:livingmagnetawan@gmail.com)>; [councillorknellor@magnetawan.com](mailto:councillorknellor@magnetawan.com)

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**Subject:** Submission of comment regarding Section 2.3 of the June 19, 2024 Meeting of Council

Good Afternoon Kerstin.

I am writing to you regarding an agenda item on your upcoming "Meeting of Council" on June 19, 2024 @ 1:00pm

We would like to address in writing, and in advance of the meeting tomorrow a matter that is up for discussion in the agenda under the heading:

STAFF REPORTS, MOTIONS and DISCUSSIONS

Point 2.3

Pages 140-145

Stop Up & Close - Unopened Road Allowance Between CON 1 PT LOTS 26 and CON 1 PT LOT 25 - Langford

My husband I \_\_\_\_\_ and I (owners of Epitaph Group Inc.) are neighbouring property owners to a portion of the Unopened Road Allowance being discussed and would like to confirm our interest in purchasing the portion of the unopened road allowance directly adjacent to our property. Should the Township decide to proceed with a sale of this Unopened Road Allowance, we intend to submit an

application for the purchase of the part that is 66ft wide by the depth of our property, and we wanted to make this known in advance of the meeting tomorrow.

Additionally, if any other adjoining owner is not interested in purchasing their portion of the Unopened Road Allowance, we would like the opportunity to purchase that portion as well.

Thank you and best regards,  
(Epitaph Group Inc.)



Moved by: [Signature]  
Seconded by: [Signature]

**WHEREAS** the Municipality of Magnetawan received an application and required fees from Mark and Lila Langford requesting to purchase the Original Unopened Road Allowance from the boundary road between Ryerson Township and the Municipality of Magnetawan in its entirety situated between CON 1 PT LOTS 26 AND CON 1 PT LOT 25;

**AND WHEREAS** there are two additional landowners bordering a portion of the Original Unopened Road Allowance subject to the application;

**AND WHEREAS** the Municipality of Magnetawan passed By-law No. 2006-11 establishing policies to Stop up and Sell Unopened Road Allowance which includes criteria to be satisfied when an applicant's property does not entirely abut the portion of the Unopened Road Allowance subject to the application;

**NOW THEREFORE BE IT RESOLVED** the Council for the Municipality of Magnetawan approves in principle the sale of the Original Road Allowance to Mark and Lila Langford with the following provisions:

- 1) Any other adjacent landowners shall be invited to participate in the purchase of that part of the specified road allowance which borders their lands;
- 2) The sale price be set by an appraised value by a professional appraiser;
- 3) The applicant create legal access to Con 1 PT LOT 26, PART 1 by means of a legal right of way from Part 4 of 42R22370;
- 4) The Road allowance needs to be merged with either Part 1 on 42R 22465, Part 5 42R 22370, or Con 1 Part Lot 26, with the requirement for a legal right of way to the newly acquired road allowance for the other two unmerged properties;
- 5) The applicant provide confirmation that Part 1 of 42R 22465 is under their ownership in Land Titles;
- 6) That the applicant be responsible for any legal, planning, surveying, as well as any and all other fees associated with the application.

Carried \_\_\_\_\_ Defeated \_\_\_\_\_ Deferred  \_\_\_\_\_  
[Signature]  
Sam Dunnett, Mayor

Recorded Vote Called by: \_\_\_\_\_

Recorded Vote

Member of Council	Yea	Nay	Absent
Bishop, Bill			
Hetherington, John			
Hind, Jon			
Kneller, Brad			
Mayor: Dunnett, Sam			



THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

By-law No. 2006-11

A BY-LAW TO ESTABLISH POLICIES  
For Closing and selling of Road Allowances  
and Licensing of Encroachments on Road Allowances

WHEREAS the Municipality may pass By-laws in respect of highways under its jurisdiction;

AND WHEREAS this Municipality from time to time receives applications to close and sell parts of these road allowances and to license encroachments thereupon;

AND WHEREAS it is the general policy of this Municipality that encroachments upon Municipal road allowances shall, over time, be removed;

AND WHEREAS the purpose of this By-law is to establish policies with respect to the disposition of, or retaining of, road allowances and licensing of encroachments on road allowances;

BE IT ENACTED AS A BY-LAW OF this Municipality as follows:

1 **General Policy**

Council may approve:

- 1.1 applications for closing and selling of unopened road allowances, except in those situations where Council deems it not to be in the best interests of the Municipality to proceed with such closings;
- 1.2 applications to license encroachments on road allowances, except in those situations where Council deems it not to be in the best interests of the Municipality to proceed with such licensing.

2 **Owner of adjacent lands**

The Applicants for road closing and licensing of encroachments must be an owner of land adjacent to or abutting that portion of said road allowance which is the subject matter of the Application, subject to Section 3.

3 **Application by non abutting Owners**

Council may consider and approve applications submitted by those persons who are not abutting land owners where Council is satisfied that :

3.1 **Consent**

the approval would not adversely affect the owner of land adjacent to or abutting the subject road allowance; in this regard, Council may require the applicant to obtain the consent of the abutting land owner(s);

3.2 **Access**

the applicant has appropriate road access (Municipally maintained roads and/or registered right-of-way) to the applicant's lands;

3.3 **Compliance**

the applicant's lands, including the lands which are the subject of the application, comply with the Zoning By-law requirements of the Municipality;

3.4 **Conditions**

such further conditions as Council deems necessary in light of the circumstances.


4 **Sale Price**

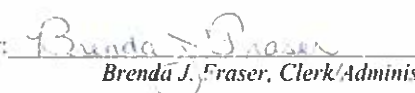
The sale price for the conveyance of a closed road allowance and the fee for the presence of an encroachment shall be based on a per square foot basis to be set by Council from time to time.

- 5     **Survey**  
The Applicant for a road closing or encroachment license, if the Application is approved in principle by Council, may be required to obtain a survey of the subject property, which must show the original boundaries of the road allowance, and the location and size of all buildings situated on the road allowance. In the case of the closing of a shore road allowance, the survey shall show the original water level and the current water level.
- 6     **Legal and Administration Costs**  
The Applicant will be responsible for all municipal, legal, administrative and survey costs in connection with the proposed Application. A Two Thousand (\$2,000) Dollar deposit will be required by the Municipality against legal and administrative costs.
- 7     **Shore roads under water**  
No road allowance that is entirely under water shall be sold. Where a shore road allowance that is the subject of an application is partially under water, Council may direct that such portion that is under water not be sold and that such lands be shown as a distinct and separate part on the reference plan prepared pursuant to Section 5.
- 8     **Encroachments on road allowances**  
Whereupon the Municipality gives approval for an encroachment, Council shall as a condition of such approval require the applicant to enter into a license agreement for such encroachment(s). The agreements, may include, among other things, provisions regarding the term and termination of the agreement, the removal of encroachments upon termination and payment of the Municipality's costs related to the authorization of such encroachment and the preparation of any agreements.
- 9     **Repeal of By-law No. 2002-23**  
That By-law No. 2002-23 of this Corporation entitled "A By-law to Provide for the Leasing or selling of the soil and freehold of a Stopped up Highway or Part of a Highway" is hereby repealed.
- 10    **Repeal of By-law No. 2002-25**  
That By-law No. 2002-25 of this Corporation entitled "A By-law to Establish Procedures with respect to Applications for Closing and Selling of Unopened, Unassumed Shore Road Allowances" is hereby repealed.
- 11    **Repeal of By-law No. 2003-08**  
That By-law No. 2003-08 of this Corporation entitled "A By-law to establish policies for Closing and selling of Road Allowances and Licensing of Encroachments on Road Allowances" is hereby repealed.

Passed in open Council as read a First, Second and Third Time  
this 22<sup>nd</sup> day of March, 2006.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

Per:   
Sam Dunnet, Mayor

Per:   
Brenda J. Fraser, Clerk/Administrator



**Moved by:** \_\_\_\_\_

**Seconded by:** \_\_\_\_\_

**WHEREAS** the Municipality of Magnetawan has received a request to support an application for consent for creation of one new lot located on White's Road which is a private road (Jolic 4944 030 00504300). The property is legally described as Croft Concession 8 42R11003 PARTS 15 & 19 Together with R-O-W (5993B Highway 124) hereinafter referred to as "the Lands";

**AND WHEREAS** the Municipal planning consultant has provided a report in support of the application with conditions;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Magnetawan supports in principle the consent application for the Lands, which is valid only for a period of six (6) months, subject to the following conditions:

- That the foregoing conditions be fulfilled within two years of the notice of decision of the Planning Board;
- Draft Reference Plan to be approved by the Municipality prior to registration;
- Two (2) true certified paper copies of the registered plan and an electronic version for the proposed severed lot prepared by an Ontario Land Surveyor with a certification that it is a true copy be provided to the Municipality for review and approval which conforms substantially to the application submitted;
- Draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration;
- A copy of the executed transfer deed (with all schedules) be provided to the Municipality;
- Confirmation from the Ministry of Transportation of an entrance permit or access review if required for the severed lands;
- Confirmation from the North Bay Mattawa Conservation Authority that the proposed benefitting and severed lot can be adequately serviced by on-site septic systems;
- Payment of all taxes, municipal legal fees, planning fees, all fees as per the current Fees and Charges By-law, Park Land Dedication By-law and all other fees associated with the processing of this application;
- That the Applicant enter into a Limited Service Agreement with the Municipality to be registered on title;
- The Applicant enters into a Site Plan Agreement to be registered on title, with the Municipality to showcase a suitable building and septic envelope for the severed lot.

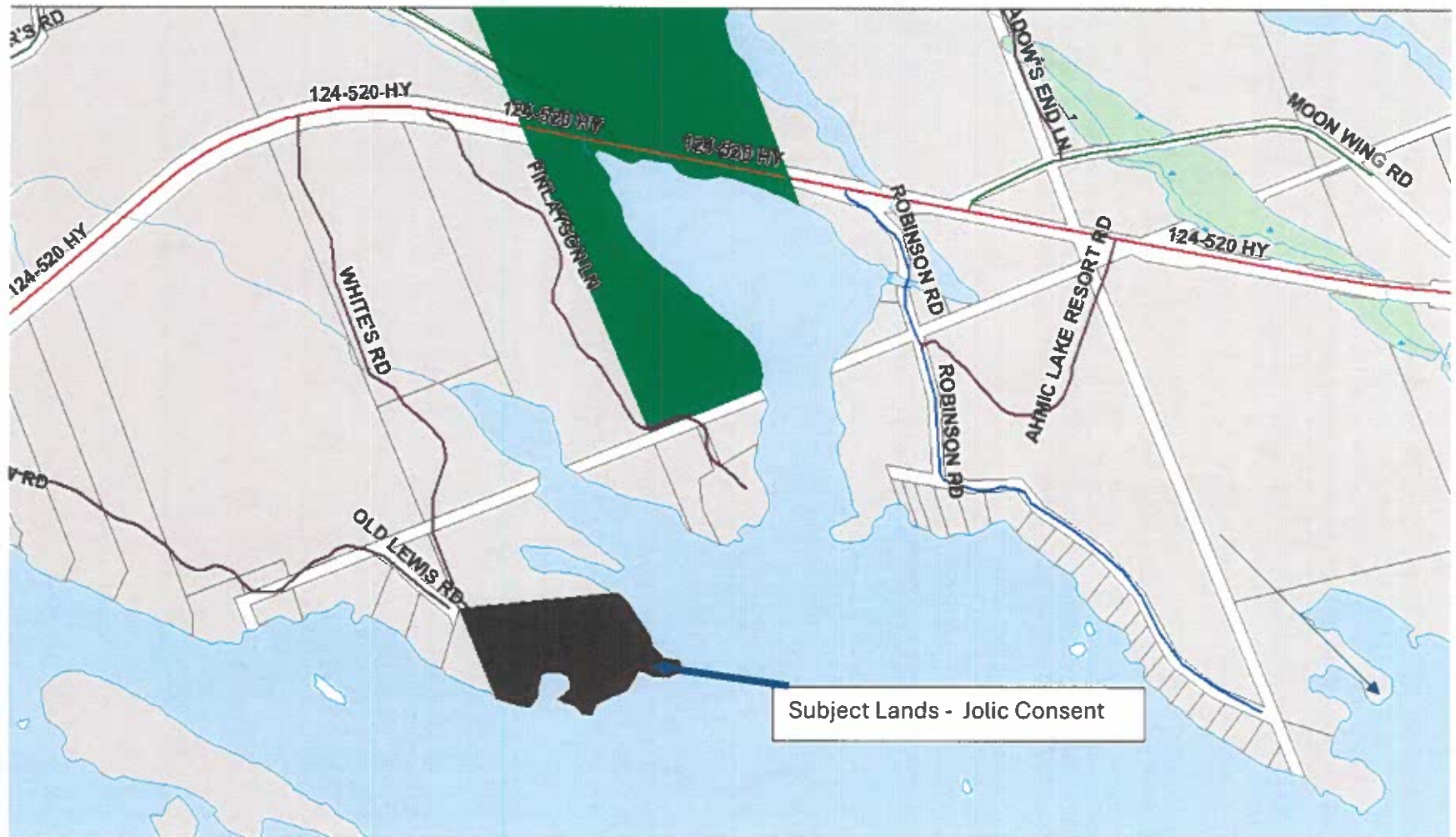
Carried \_\_\_\_\_ Defeated \_\_\_\_\_ Deferred \_\_\_\_\_

\_\_\_\_\_  
Sam Dunnett, Mayor

Recorded Vote Called by: \_\_\_\_\_

**Recorded Vote**

<b>Member of Council</b>	<b>Yea</b>	<b>Nay</b>	<b>Absent</b>
Bishop, Bill			
Hetherington, John			
Hind, Jon			
Kneller, Brad			
Mayor: Dunnett, Sam			



# Planning Report

**To:** Mayor and Council, Municipality of Magnetawan

**From:** Kent Randall & Chris Conti (EcoVue Consulting)  
Township Planning Consultants

**Subject:** Application for Consent

**Property**

**Location:** 5993B Highway 124 South, Part Lot 18, Concession 9 and Broken Lot 18, Concession 8  
Former Township of Croft, Municipality of Magnetawan

**Ecovue File No:** 24-2125

**Date:** July 31, 2024

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## 1.0 Recommendation

We recommend that Council receive the report dated August 6, 2024 from EcoVue Consulting Services regarding consent application Jolic, and that Council approve the application and that the provisional consent be given subject to the following conditions:

1. Prior to final approval the Applicant shall provide additional topographic information acceptable to the municipality demonstrating that the placement or removal of fill will not occur below the flood plain elevation for Ahmic Lake of 281.97 m. C.G.D. and that the elevation of openings to proposed habitable buildings will not be located below 283.16 m. C.G.D.
2. Prior to final approval the Applicants shall submit a site plan acceptable to the Municipality which incorporates the topographic information noted above and identifies the location of proposed buildings, the septic system and associated facilities in such a way that maintains appropriate setbacks, buffers, elevation openings and other requirements as set out in the Official Plan and the Magnetawan Zoning By-law. The sewage system shall meet the appropriate setback and elevation requirements in the Official Plan and Zoning By-law. Furthermore, as required in Section 4.2 of the Official Plan, a 20 metre wide buffer of natural



vegetation shall be maintained along the shoreline of Ahmic Lake to the satisfaction of the Municipality.

3. Confirmation be provided from the North Bay Mattawa Conservation Authority (NBMCA) that the proposed Severed and Retained Lot can be adequately serviced by individual on-site septic systems.
4. That the Applicants provide a draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration.
5. A draft reference plan of survey shall be provided to the Municipality of Magnetawan for review prior to registration.
6. A parkland dedication fee shall be paid in accordance with Section 51.1 of the Planning Act acceptable to the Municipality of Magnetawan in cash or certified cheque.
7. All taxes, municipal, legal, and planning fees associated with the processing of this application including fees under By-law 2011-11, 2011-16 and current Municipal Fees & Charges By-law shall be paid.

## **2.0 The Application**

Daniel and Susan Jolic (Applicants) have applied for a consent to create one additional lot on the subject property which consists of a relatively large parcel located on a small peninsula on the shoreline of Ahmic Lake. The property has an area of approximately 3.18 hectares, with approximately 197.3 m. frontage on the lake.

Access to the property is provided by White's Road, a private road that runs in a predominately north/south direction and connects with Highway 124 which is located to the north of the property. The property contains an existing dwelling, a bunkie and boathouse that are all located in its western half.

The Applicants are proposing to divide the property into two approximately equal parts to create one additional lot. The proposed severed parcel will have an area of approximately 1.589 hectares with shoreline frontage of 94.3 metres. The retained parcel will have an area of approximately 1.589 hectares with a shoreline frontage of approximately 103 metres.

The intent is for the severed parcel to be used for shoreline residential purposes. The retained lot will continue in its current use as a waterfront residential parcel.

The proposed consent went through the pre-consultation process in May which identified issues that required further information. Subsequently the Applicants have submitted the following documents:

1. A copy of the signed and commissioned application form,
2. A covering letter from Morgan Planning and Development Inc.,
3. A Planning Justification Report prepared by Morgan Planning and Development Inc.
4. A copy of a septic confirmation letter,
5. A copy of a Lot Configuration Sketch prepared by Morgan Planning and Development Inc.

Based upon the submissions and our planning analysis, discussed below, we have concluded that the application is generally acceptable. However, there are some issues that require further submissions before final approval of the consent should be given. They are addressed in the recommendation included above and in the remainder of this report.

### **3.0 Planning Analysis**

#### **3.1 The Planning Act**

The authority for municipalities to grant severances emanates from Section 53 (1) of the Act which states:

*(1) An owner, chargee or purchaser of land, or such owner's, chargee's or purchaser's agent duly authorized in writing, may apply for a consent as defined in subsection 50 (1) and the council or the Minister, as the case may be, may, subject to this section, give a consent if satisfied that a plan of subdivision of the land is not necessary for the proper and orderly development of the municipality. 2021, c. 25, Sched. 24, s. 4 (1).*

Severances are required to have regard for matters in Section 51 (24) of the Act through reference in Section 53 (12). Section 51 (24) states the following:

*(24) In considering a draft plan of subdivision, regard shall be had, among other matters, to the health, safety, convenience, accessibility for persons with disabilities and welfare of the present and future inhabitants of the municipality and to,*

*(a) the effect of development of the proposed subdivision on matters of provincial interest as referred to in section 2;*

*whether the proposed subdivision is premature or in the public interest;*

*(c) whether the plan conforms to the official plan and adjacent plans of subdivision, if any;*

*(d) the suitability of the land for the purposes for which it is to be subdivided;*

*(d.1) if any affordable housing units are being proposed, the suitability of the proposed units for affordable housing;*

*(e) the number, width, location and proposed grades and elevations of highways, and the adequacy of them, and the highways linking the highways in the proposed subdivision with the established highway system in the vicinity and the adequacy of them;*

*(f) the dimensions and shapes of the proposed lots;*

*(g) the restrictions or proposed restrictions, if any, on the land proposed to be subdivided or the buildings and structures proposed to be erected on it and the restrictions, if any, on adjoining land;*

*conservation of natural resources and flood control;*

*(i) the adequacy of utilities and municipal services;*

*(j) the adequacy of school sites;*

*(k) the area of land, if any, within the proposed subdivision that, exclusive of highways, is to be conveyed or dedicated for public purposes;*

*(l) the extent to which the plan's design optimizes the available supply, means of supplying, efficient use and conservation of energy; and*

*(m) the interrelationship between the design of the proposed plan of subdivision and site plan control matters relating to any development on the land, if the land is also located within a site plan control area designated under subsection 41 (2) of this Act or subsection 114 (2) of the City of Toronto Act, 2006. 1994, c. 23, s. 30; 2001, c. 32, s. 31 (2); 2006, c. 23, s. 22 (3, 4); 2016, c. 25, Sched. 4, s. 8 (2).*

The application must address the above requirements including through sections 51 (24) (c) and (g), the applicable Official Plan and Zoning By-law. These requirements as they apply to the proposal are addressed in the remainder of this report where appropriate.



### **3.2 Provincial Policy Statement (2020)**

Through Subsection 3 (5) of the Act, the proposed consent must be consistent with policy statements issued under Subsection 3 (1). The Provincial Policy Statement (PPS) is the relevant policy statement which applies to the proposal.

#### ***3.2.1 Managing and Directing Land Use to Achieve Resilient and Efficient Development and Land Use Patterns***

Section 1.1.1 states in part that healthy, livable and safe communities are sustained by promoting efficient development and land use patterns, accommodating an appropriate range and mix of land uses, including recreation, parks and open space, and avoiding development and land use patterns which may cause environmental or public health and safety concerns. The creation of an additional residential parcel for shoreline residential use is consistent with surrounding land uses and will continue the resource based recreational use of the lands.

Section 1.1.1 (c) indicates that development and land use patterns should be avoided which cause environmental concerns. There is some potential for the proposed consent to affect Ahmic Lake through the development of the severed parcel and the use of private services. If the parcel can accommodate the proposed dwelling, well and septic systems and maintain appropriate setbacks and buffers, we expect that this concern should be addressed.

The submissions by the Applicants address this concern in part. It appears that there is sufficient space for the dwelling and to accommodate private services. However, there is a floodplain issue identified through the provisions of the Official Plan and Zoning By-law which may affect the layout of buildings and facilities on the site and should be addressed before final approval is given.

#### ***3.2.2 Rural Lands and Areas in Municipalities***

The provisions in Section 1.1.4 (Rural Areas in Municipalities) and Section 1.1.5 (Rural Lands in Municipalities) of the PPS are relevant as they relate to the proposed consent.

Section 1.1.4.1 refers to building on local character, conserving biodiversity, and considering the ecological benefits provided by nature. The proposed consent will provide a cottage lot which is consistent with the shoreline residential character of the area. The proposed consent is not expected to cause negative impacts on biodiversity.

Section 1.1.5.2 sets out the permitted uses for rural lands in municipalities which include resource-based recreational uses. A recreational dwelling is proposed to be constructed on the severed parcel which is consistent with the permitted resource-based recreational use.

### **3.2.3 Natural Heritage**

Section 2.1 of the PPS provides policies regarding Natural Heritage, and it applies to the proposed consent primarily because of the property's proximity to Ahmic Lake.

Section 2.1.1 states that natural features and areas are to be protected for the long term. Furthermore, Section 2.1.2 of the PPS states the following:

*2.1.2 The diversity and connectivity of natural features in an area, and the long-term ecological function and biodiversity of natural heritage systems, should be maintained, restored or, where possible, improved, recognizing linkages between and among natural heritage features and areas, surface water features and ground water features.*

The proposed severed consent is not expected to have negative impact on Ahmic Lake, and therefore the consent should be consistent with the above policy.

In addition, Section 2.1.5 (d) states that development and site alteration are not permitted in significant wildlife habitat unless it is demonstrated that there will be no negative impact on the natural feature or their ecological functions. While it appears that the proposed severed parcel is heavily forested, no significant wildlife habitat has been identified in Schedule B of the Municipality of Magnetawan Official Plan (MMOP). Furthermore, the property has not been identified as containing Significant Forest.

Section 2.2.1 provides policies to *"protect, improve and restore the quality and quantity of water..."* which includes in Section 2.2.1 (h) *"ensuring the consideration of lake capacity where applicable..."* Provided that appropriate buffers are maintained it is expected that the proposal will not negatively impact water quality and the capacity of Ahmic Lake.

Section 3.1 of the PPS includes policies for natural hazards. Section 3.1.1 generally directs development away from hazardous lands adjacent to streams, rivers and small inland lake systems that are impacted by flooding hazards.

The proposed consent is not expected to be significantly affected by flooding hazards. The policies in the Magnetawan Official Plan provide setback requirements from the high water mark of the lake and the minimum elevation of structures so that flooding issues can be avoided. These matters are dealt with in greater detail later in this report.

In consideration of the above and subject to the submission of satisfactory information regarding floodplain issues and the site plan, it is expected that the proposed consent will be consistent with the PPS.

### **3.3 Magnetawan Official Plan**

The Municipality of Magnetawan Official Plan (MMOP) sets out policy requirements for the development of lands including for consents. In addition, as noted earlier Section 51 (24) (c) of the Act, requires that the proposed consent must conform to the requirements of the applicable Official Plan.

The subject property is designated Shoreline in the Municipality of Magnetawan Official Plan which permits the proposed detached residential use.

Section 4.2.2 sets out requirements to avoid flood hazards when locating development adjacent to lakes and watercourses. It states in part:

*Specifically for lakes like Ahmic and Cecebe the floodplain is defined by the following elevations:*

*Lake Cecebe 284.67 CGD*

*Ahmic Lake 281.97 CGD*

*The Municipality will not support the placement or removal of fill below such elevations unless a site-specific report by a qualified engineer has demonstrated to Council's satisfaction that there will not be significant impacts on up-stream or down-stream lands.*

A review of existing mapping shows that a portions of the property in the immediate vicinity of Ahmic Lake may be below the above elevation. The lot configuration sketch prepared by Morgan Planning and Development demonstrates that there is sufficient space on the lot to locate a dwelling and septic system but does not provide topographic information. It cannot be determined from the

submissions if there will be the placements or removal of fill below the 281.97 C.G.D. elevation which is identified in Section 4.2.2 as the flood elevation for Ahmic Lake.

Prior to final approval of the consent the Applicants should submit topographic information to demonstrate that the proposal conforms to Section 4.2.2 of the MMOP.

Section 4.3 includes requirements to protect surface water quality. The policy requires septic systems to be located at least 30 metres from a watercourse or waterbody. Further restrictions are applicable to lakes that are "at or near capacity". The capacity ratings of lake are provided in Appendix 1 of the OP which indicates that Ahmic Lake is "developable with a cautionary approach". Therefore, some development is still permitted on Ahmic Lake and it is not subject to the policies that apply to "at or near capacity" lakes.

It also states in Section 4.3 :

*As a condition of development approval, a natural shoreline vegetation buffer shall be preserved within at least 20 metres of all water courses and water bodies wherever possible except for the removal of hazardous trees and a narrow area to allow a pathway to the shoreline.*

The submitted lot configuration sketch demonstrates that the appropriate setback from the lake for the septic system and buffer requirement along the shoreline can be met for the proposal .

Section 4.15 requires confirmation that there is adequate water supply and a septic disposal system available to service proposed development and that development will not have an adverse impact on neighbouring wells and surface and groundwater quality. The submissions demonstrate that is sufficient space for a septic system and the proposed water source is the lake. Any revision to the site plan that may be required should also demonstrate that the proposed septic system can be located appropriately and meet all requirements.

Section 5.3.6 of the MMOP restricts development in floodplains including in the floodplain area of Lake Cecebe and Ahmic Lake as stated in Section 4.2. Development is generally not permitted below the flood elevation except for structures like docks which must be located close to the water and structures necessary for flood and erosions control. The proposed development of the severed parcel must conform to this policy. The submission of topographic information to address Section 4.2.2 will also address the requirements of this policy.

The subject property is designated as Shoreline and Section 5.4 of the OP provides policies for the Shoreline designation. The permitted uses include detached dwellings which is the current use of the property and the intended use of the severed and retained parcels.

Section 5.4.2 sets out development standards for Shoreline properties. It states in part:

*Unless otherwise specified, new lots should be no smaller than 1.0 ha (2.5 acres) in area with 90 metres (300 feet) of water frontage.*

The proposed severed and retained parcels will meet both the area and frontage requirements stated above.

Section 5.4.2 also states the following:

*It is a policy of this Plan to permit one additional cottage and accessory buildings where the parcel may otherwise be eligible for a severance and the additional buildings are located in conformity with the provisions of the Plan as if the lots were separated. Site specific zoning may be used to enable the additional dwelling and prevent the further division of the lands.*

According to this provision an additional cottage and accessory buildings are permitted on lots that would be eligible for severance and where the buildings could be located in accordance with the provisions of the MMOP. Presumably, parcels that are eligible for severance are large enough to accommodate a second cottage and associated septic system without causing significant impacts or with impacts that can be mitigated through standard measures.

The type of development proposed by the Applicant is permitted on the property through this policy without going through the consent process. Therefore, it is expected that the potential impacts from this type of development must be anticipated through this policy and considered to be acceptable.

Section 5.4.5 requires that no development should be permitted which would result in a lake being over capacity. It further states that the assimilative capacity of lakes according to their biological carrying capacity is provided in Appendix 1.

As noted earlier, Ahmic Lake is identified in Appendix 1 as being "developable with a cautionary approach". Based upon this classification we understand that there is still capacity available for some development on the shoreline of Ahmic Lake. The permission through Section 5.4.2 for the

development of second cottages on lots that are suitable for severance further supports the proposal.

Section 6.3 of the OP addresses requirements for development on private roads. It states in part:

*Existing private roads may continue to be used but shall not be extended....*

*New development of seasonal residences on existing private roads may be permitted where it is considered infilling between existing residential units. No new development of permanent residences may be permitted on existing private roads.*

The proposed severed parcel can be considered as infilling between cottage properties. The existing cottage on the proposed retained parcel is located to the west of the severed parcel while another cottage is located on the property to the northeast. The main intent of the above policy is to avoid the extension of private roads and to discourage development on new private roads. The subject property and adjacent lots are all accessed through White's Road which should not require and extension to service the severed parcel.

Policies which apply specifically to severances are included in Section 7 of the OP. In Section 7.1 the OP states:

*Applications for land division through the consent process shall only be considered if the proposal is minor in nature, does not result in unnecessary expansion of the present level of municipal services, is in compliance with the Objectives and General Development policies of this Plan and the applicable Land Use policies for the designation in which the land is located.*

The proposed consent will result in the creation of only one cottage lot which meets the requirements of the MMOP. It will not result in the unnecessary expansion of municipal services.

Criteria for severances are set out in Section 7.1.1. They include that the proposal must not require a plan of subdivision and that the lot size and setback requirements will satisfy the specific requirements of the OP and the zoning by-law.

The proposed consent does not require a plan of subdivision. As noted earlier the size of the retained and severed parcels meet the requirements of the Official Plan. The Lot Configuration Sketch prepared by Morgan Planning and Development demonstrates that setback requirements can be



met for the cottage development on the severed parcel. However, as noted earlier in this report additional topographic information is required.

Section 7.1.1 (c) requires that new lots front on a publicly maintained municipal road or in the case of lots in the Shoreline designation new lots can front on existing private roads with a registered right of way to a municipally maintained road. The proposed severed parcel will have frontage on White's Road which is within a registered right of way extending to Highway 124.

Section 7.1.1 (e) of the OP states:

*(e) the lot must have road access in a location where traffic hazards such as obstructions to sight lines, curves or grades are avoided;*

Furthermore, in Section 7.1.1 (f) the OP states:

*(f) the lot size, soil and drainage conditions must allow for an adequate building site and to allow for the provision of an adequate means of sewage disposal and water supply, which meets the requirements of the Building Code, the lot must have safe access and a building site that is outside of any flood plain or other hazard land;*

The proposed severed parcel appears to be at the end of White's Road and it is not expected that there will be issues related to traffic hazards and sight lines for the access onto White's Road. However, the design of the access should be acceptable to the Municipality.

The Proposed Lot Configuration Plan submitted by the Applicants demonstrates that there is sufficient space on the severed parcel for a building site, including a means of sewage treatment and water supply. However, policies about the placement of fill and development in the floodplain must be addressed through the submission of topographic information. This may have an influence on the layout of buildings and facilities on the site.

The remainder of the policies in the MMOP do not directly apply to the proposed consent. Subject to the submission of additional information as noted above, the proposed consent will conform to the MMOP.

### **3.4 Municipality of Magnetawan Zoning By-law 2001-26**

The subject property is zoned Shoreline Residential (RS) in Magnetawan Zoning By-law 2001-26 (MZB).

Section 3.5 of the MZB provides a requirement for the dimension and shape of lots and states:

*No lot shall have a lot depth exceeding 5 times the lot width.*

The proposed retained and severed parcels will be irregularly shaped, in part to provide frontage for both lots on White's Road. However, the shape and dimension of the lots comply with the above requirement.

Section 3.8 (b) includes a requirement for frontage on private roads which states:

*b) Frontage on Private Road*

*Notwithstanding the provision in 3.9 (a) where a lot fronts upon a private road or private right-of-way, a use, building or structure shall be permitted on such lot, in accordance with the applicable provisions of this By-law provided such private road or private right-of-way existed as of the date of passing of this By-law.*

Both the retained and severed parcels will have frontage on White's Road. Our understanding is that White's Road existed prior to the passing of the By-law. As required the use of the lots will be in accordance with the applicable provisions of the MZB.

Section 3.14 sets out requirements for minimum elevation of openings to buildings as follows:

*Where lands abut Lake Cecebe or Ahmic Lake no opening to a habitable building shall be located below the following elevations.*

*Abutting Lake Cecebe 285.60 m CGD*

*Abutting Ahmic Lake 283.16 m CGD.*

The proposed cottage must maintain openings above the elevation of 283.16 m C.G.D. and the municipality must be satisfied of compliance with this provision. The submission of topographic information for the property should address the above requirement.

Section 3.26 of the MZB requires 20 metre minimum setbacks for most buildings and structures from the high water mark of watercourses.



In addition, Section 3.36 provides setback and elevation requirements for septic systems which generally state that they must be setback at least 20 metres from the high water mark and leaching beds and treatment systems should be above the regulatory flood.

The above-noted setback requirement should be addressed in the site plan for the proposal, based upon the topographic information which will be provided.

Section 4.2 of the MZB includes provisions for the Shoreline Residential zoning category. In Section 4.2.1 the MZB identifies the permitted uses in the RS zone which include "detached dwelling".

Section 4.2.2 provides the property standards for the RS zone which include the following:

- i. *Minimum Lot Area - 1.0 ha*
- ii. *Minimum Lot Frontage - 90 m*
- iii. *Minimum Front Yard - 15 m*
- iv. *Minimum Interior Side Yard - 3.5 m*
- v. *Minimum Exterior Side Yard - 7.5 m*
- vi. *Minimum Rear Yard - 10.0 m*
- vii. *Maximum Lot Coverage - 15%*
- viii. *Maximum Building Height - 10.7 m*
- ix. *Minimum Ground Floor Area - 65.0 mx) Minimum Natural Vegetation Area or Landscaped Open Space - 70% of front yard.*

It is expected that the above standards can be met by a development proposal for the severed parcel. It meets the requirements for lot area and frontage. The above requirements are met in the Proposed Lot Configuration Plan which has been submitted. If there are changes to the plan as a result of the provision of topographic information or for other reasons, the above noted requirements should be incorporated into the plan.

In view of the above, it is expected that the proposed consent will comply with the MZB.

#### **4.0 Summary and Conclusions**

Based upon the submitted documents, the Applicants are proposing to sever a large shoreline parcel into two lots which will both meet the size and frontage requirements for shoreline lots in the MMOP and the MZB. The lots will both have frontage on a private road which has access to Highway 124 which is a public road. Given the proposed size of the parcel, there should be adequate space on the severed parcel to meet all requirements of the MMOP and MZB and to maintain appropriate setbacks for the cottage, the septic system and other structures from other properties and from the high water mark of Ahmic Lake.

However, as noted above, additional topographic information is required to ensure that the building, septic system, any required filling, and the location of openings to habitable buildings are located above the appropriate flood elevations noted in the MMOP and MZB. The topographic information may affect the location of the building, septic system and other facilities and therefore a finalized site plan should be submitted prior to final approval.

Assuming that appropriate topographic information can be provided, the proposed consent should conform to the relevant provisions of the MMOP and the MZB. Furthermore, it should have regard for the requirements of Section 51 (24) of the Act it and does not raise any significant concerns.


In consideration of the above, we recommend that provisional approval of the consent be given subject to the submission of additional information as discussed above and to recommendations included earlier in this report.

Respectfully submitted

**ECOVUE CONSULTING SERVICES INC.**



J. Kent Randall B.E.S. MCIP RPP  
Township Planning Consultant



Chris Conti, M. E.S.  
Senior Planner

June 14, 2024

Erica Kellogg, Deputy Clerk  
Planning & Development  
Municipality of Magnetawan  
4304 Highway 520, PO Box 70  
Magnetawan, ON POA 1P0

**RE: Consent Application**  
**5993B Highway 124 South, Magnetawan (Jolic)**  
**MP&D File: 1406**

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On behalf of our Client, Dan Jolic, MORGAN Planning & Development Inc. (MP&D) is pleased to submit the enclosed Consent Application to facilitate the creation of one shoreline residential lot fronting onto Ahmic Lake.

The Consent application package includes the following:

1. One (1) digital copy of the Signed and commissioned Consent application form;
2. One (1) digital copy of the Planning Justification Report prepared by MORGAN Planning & Development, dated June 14, 2024;
3. One (1) digital copy of the Septic Confirmation Letter prepared by First Choice Landscaping dated May 24, 2024; and,
4. One (1) digital copy of the Proposed Lot Configuration Sketch prepared by MORGAN Planning & Development dated June 6, 2024.

A cheques in the amount of \$3,200.00 for the consent application fee (\$700.00) and the deposit legal/ planning deposit (2,500) have been included in the application submission to the Municipality.

Should you have any questions pertaining to this submission or should you require any additional information, please do not hesitate to reach out.

Respectfully submitted,  
MORGAN Planning & Development Inc.



Jonathan Pauk, HBASc., MSc., MCIP, RPP  
Senior Planner

P.O. Box 834, Orillia, Ontario L3V 6K8  
Tel: (705) 327-1873 / Fax: (705) 418-0289

## CENTRAL ALMAGUIN PLANNING BOARD

63 Marie Street, P.O. Box 310 South River ON P0A 1X0

Phone: 705-386-2573 Email: [admin@centralapb.ca](mailto:admin@centralapb.ca)

*Christine Hickey, Secretary - Treasurer*

### SUBMITTING YOUR APPLICATION TO THE CENTRAL ALMAGUIN PLANNING BOARD OFFICE

This application form is to be used if the Central Almaguin Planning Board is the consent granting authority.

For any assistance with the consent process, please refer to the policy documents and the CAPB application guidelines. The documents may be found on the CAPB website - [www.centralapb.ca](http://www.centralapb.ca)

Submission of your completed and signed Application Form may be done by Canada Post mail, in person (63 Marie Street, Box 310 South River) or by courier.

Submit one (1) single-sided original completed Application Form, with all signatures and Commissioned Declaration. Sketch must show the parcel(s) to be severed and the parcel to be retained, with metric measurements.

- *A complete application MUST include a Council resolution (organized municipalities) supporting the consent in principal and include a list of conditions required, if any*
- *Please provide 10 copies of: the completed application form, council resolution of support, and supporting documents, if any*
- *The fee to accompany the application is \$700.00 per lot created, per lot addition or per right of way.*

#### **Please Note:**

*Applications received for land in the Unorganized Townships will require a Planner's Review. This review ensures that decisions made are consistent with applicable legislation, the application is presented to the Board after this review has been completed. The cost of this review and any required studies or other consultation will be at the expense of the applicant(s). A \$1,000.00 deposit is required to cover planner fees. Once completed, any amount remaining will be returned to the applicant. If there are monies owing, the applicant will be responsible for the additional fees.*

*Fee is payable by cheque to Central Almaguin Planning Board or by Etransfers to [centralalmaguinplan@hotmail.com](mailto:centralalmaguinplan@hotmail.com). Please ensure that your full name and property address are noted in the message.*

**CONSENT APPLICATIONS WILL ONLY BE ACCEPTED AND PROCESSED** once all applicable information is provided.

A file number will be assigned once your application is deemed complete by CAPB staff. This file number should be quoted in all communication on the Consent application.

Email communication and a letter acknowledging receipt of your fee and advising that the application is complete and ready to process will be sent to you after the application is deemed complete by staff.

A Notice of Meeting advising the date on which the Consent(s) will be heard by the Central Almaguin Planning Board, will be included in this mailing. It is the applicant/agents responsibility to post the Notice of Meeting Posters on the subject site for public view.

## CENTRAL ALMAGUIN PLANNING BOARD

63 Marie Street, P.O. Box 310  
South River Ontario POH 1X0  
705-386.2573 Email: admin@centralapb.ca  
Website: http://capb.ca

AN APPLICATION FOR CONSENT UNDER SECTION 53 OF THE PLANNING ACT, R.S.O. 1990 c.P.13

FILE # B \_\_\_\_\_ / \_\_\_\_\_

PLEASE PRINT OR TYPE AND COMPLETE ALL APPROPRIATE BOXES.

### 1. APPLICANT INFORMATION

#### Applicant(s):

Name(s) of Property Owner(s): Daniel Jolic & Susan Jolic

Phone #: Home: \_\_\_\_\_ Mobile: 416-970-7325 Business: \_\_\_\_\_

Mailing Address: 5601 Fifth Line, RR#4, Milton ON

Postal Code: L9E 0E8 Email Address: danjolic33@gmail.com, susanj31@rocketmail.com

#### Agent for the Applicant

The property owner(s) may appoint a person or an agent to act on their behalf for processing this application and attending the meeting at which it will be considered, or a person who is to be contacted about the application for communication. This may be a person or firm acting on behalf of the property owner(s). Owner authorization is required in Section 11 of this form if the applicant is an agent appointed by the owner.

Name of Contact Person/Agent: Morgan Planning & Development (c/o Jonathan Pauk)

Phone #: Home: \_\_\_\_\_ Mobile: 705-826-2015 Business: 705-327-1873

Address: 98 Tecumseth Street, Orillia ON

Postal Code: L3V 1Y2 Email Address: jpauk@morganplanning.ca

### 2. LOCATION OF THE SUBJECT LAND (District of Parry Sound)

Tax Roll Number: 494403000504300

Municipality / Unincorporated Township: Croft

Municipal Address (Civic Address): 5993B Highway 124

Legal Description: Concession: 8 & 9 Lot Number: Pt Lot 18 Registered Plan: \_\_\_\_\_

Lot(s): \_\_\_\_\_ Reference Plan: 42R-11003 Part(s): 15 & 19

Parcel Number: \_\_\_\_\_ PIN: 5200860225

**IMPORTANT:** If there are existing easements or restrictive covenants affecting the subject land, provide the legal description and its effect to the subject land. Attach a copy of relevant documentation.

**3. PURPOSE OF THE APPLICATION:**

3.1 Type and Purpose of proposed transaction(s) that requires the Consent:

Create a new lot (or re-establish an existing parcel) /  Lot Addition /  Easement

Other: Charge  / Release a Mortgage  Lease

3.2 Name of party(s), if known, to whom the land or interest in land is to be transferred, leased or charged:  
Susan Jolic, Daniel V. Jolic, Daniel B. Jolic, Tina Ciezadlo

3.3 If a lot addition, identify the lands to which the parcel will be added \_\_\_\_\_

3.4 Mortgage, Charges or other Encumbrances: Name RBC

Mailing Address 136 Broadway, Orangeville ON L9W 1J9

**4. DESCRIPTION OF SUBJECT LAND AND SERVICING INFORMATION**

*(Complete each Section in order that your application can be processed. Incomplete applications may be delayed.)*

*(If 2 new lots are proposed, split the SEVERED section and apply appropriate dimensions and information through Sections 4.1 through*

4.1 Description / Size	SEVERED	RETAINED
Frontage (m)	94.3m (approximately)	103m (approximately)
Depth (m)	irregular	irregular
Area (ha)	1.589ha	1.589ha
4.2 Existing Use of Property:	Vacant	Residential
4.3 Existing Building or Structures and date of construction	Vacant	



<b>4.4 Proposed Use of the Severed and Retained Parcels</b>	Residential	Residential
<b>4.5 Road Access:</b> Provincial highway <b>MANDATORY:</b> <i>Provide written comments from MTO North Bay. 705-497-5401</i>		
Municipal road, maintained all year		
Municipal Road, seasonally maintained		
Other Public Road (e.g. Local Roads Board)		
<b>Right of Way / Easement*( IF ACCESS TO THE SUBJECT LAND IS BY PRIVATE ROAD OR OTHER PUBLIC ROAD OR RIGHT OF WAY</b> advise the status of the easement (permanent registered or prescriptive), name who owns the land or road, who is responsible for its maintenance and whether it is seasonal or year round.	Private Road - White's Road (which has access to Hwy124)  The road is maintained by the owners of the lands that use White's Road to access their properties.	Private Road - White's Road (which has access to Hwy 124)  The road is maintained by the owners of the lands that use White's Road to access their properties.
MNRF Road Allowance <i>[Written report from the MNRF if an MNRF road allowance is used for access to the subject land. North Bay Office: 705-475-5550]</i>		
<b>4.6 Water Access Lots: Describe the parking and docking facilities to be used and the approximate distance of these facilities for the subject land and the nearest public road.</b>		
Not applicable		

<b>4.7 Water Supply</b>	<b>SEVERED</b>	<b>RETAINED</b>
Publicly owned and operated piped water system		
Privately owned and operated individual well		
Privately owned and operated communal well		
Lake or other water body	Anticipated that water will be drawn from Ahmic Lake	Water is drawn from Ahmic Lake
Other means		
Does your property abut a lake?	Yes	Yes

[Is the lake deemed by the Ministry of the Environment Conservation and Parks (MOECP) to be at capacity for phosphorus load ? **1-800-461-6290 for enquiries]	Ahmic Lake is identified as developable with a cautionary approach. Therefore, some development is still permitted on Ahmic Lake and it is not subject to the policies that apply to "at or near capacity" lakes
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4.8 Sewage Disposal	SEVERED	RETAINED
Publicly owned and operated sanitary sewage system		
Privately owned and operated individual septic tank <i>Attach documentation of the results of the review by the North Bay Mattawa Conservation Authority</i>	Anticipated that a private septic system will be used on the site	Private septic system
Privately owned and operated communal septic tank		
Privy		
Other Means (e.g. Advanced Treatment System) ** (Septic System over 10,000 litres requires Ministry of the Environment Conservation and Parks study and permit. 1-800-461-6290 for enquiries )		

4.9 Other Services (indicate which service(s) are available)	SEVERED	RETAINED
Electricity	Yes	Yes
School Bussing	Yes (at Hwy 124)	Yes (at Hwy 124)
Garbage Collection	No (use of Magnetawan landfill)	No (use of Magnetawan landfill)

4.10 If access to the subject land is by private road or right of way was indicated in section 4.4, indicate who owns the land or the road, who is responsible for its maintenance and whether it is maintained seasonally or all year.

**5. LAND USE**

5.1 What is the existing Official Plan designation(s)? (Not applicable to lands in unorganized township)

Character

5.2 What is the zoning, if any, on the subject land? (Not applicable to lands in unorganized township)

Character Residential (R2)

If the subject land covered by a Minister's Zoning Order, what is the Plan and registration number?  
N/A

5.3 Are any of the following uses or features on the subject land or within 500 meters of the subject land, unless otherwise specified? Please check the boxes that apply:

Use or Feature	On the Subject Land	Within 500 meters of subject land, unless otherwise specified by the applicable agency, then indicate approximate distance.
An agricultural operation including livestock facility or stockyard (LABORATORY, HIGH RISK work sheets from OMAFRA)	No	No
A landfill	No	No
A sewage treatment plant or waste stabilization plant	No	No
A provincially significant wetland (North Bay Atulawa Conservation Authority or the Ministry of the Environment Conservation and Parks)	No	No
A provincially significant wetland within 120 meters of the subject land (North Bay Atulawa Conservation Authority or the Ministry of the Environment Conservation and Parks)	No	No
Flag Pole	No	No
A rehabilitated mine site	No	No
A non-geological mine site within one kilometer of the subject land	No	No
An active mine site	No	No
An industrial or commercial use, and specify the use (eg gravel pit)	No	No
An active railway line	No	No
Utility corridors (Natural Gas / Hydro)	Yes (hydro corridor)	Yes (hydro corridor)
A municipal or federal airport	No	No

**6. HISTORY OF SUBJECT LAND**

6.1 Has the subject land ever been the subject of an application for approval of a Plan of Subdivision or Consent under the Planning Act?      NO    YES    UNKNOWN

If yes, and if known, please provide the application file number and the decision made on the application.

Not applicable

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Year the property was created? (if known) \_\_\_\_\_

6.2 If this application is a re-submission of a previous consent application, what is the original consent application number and how has it been changed from the original application?

Not applicable

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**7. CURRENT APPLICATION**

7.1 Is the subject land currently the subject land of a proposed Official Plan or Official Plan Amendment that has been submitted to the Ministry of Municipal Affairs and Housing for approval?

NO    YES    UNKNOWN

If yes and if known, specify the file number and status of the application

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7.2 Is the subject land the subjection of an application for a Zoning By-law Amendment, Minister's Zoning Order amendment, Minor Variance, Consent or approval of a Plan of Subdivision?

NO    YES    UNKNOWN

If yes and if known, specify the file number and status of the application.

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**8. SKETCH: The application MUST BE ACCOMPANIED BY A \*SKETCH / SITE PLAN showing the following:**

- a. The boundaries and dimensions of the subject land proposed to be severed as well as the parcel to be retained, including the location of existing structures and driveway(s), other permanent features.
- b. The boundaries and dimensions of any land owned by the owner of the subject land and that abuts the subject land, the distance between the subject land and the nearest township lot line or landmark, such as a railway crossing or bridge
- c. The location of all land previously severed from the parcel originally acquired by the current owner of the subject land
- d. The approximate location of all natural and artificial features on the subject land and adjacent lands that in the opinion of the applicant may affect the application, such as buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tank.
- f. The location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public traveled road, a private road or right of way
- g. If access to the subject land is by water only, location of the parking and boat docking facilities to be used
- h. The location and nature of any easement affecting the subject land

**9. OTHER INFORMATION:** Is there any other information that you think may be useful to the Board or other agencies reviewing the application? If so, explain below or attached on a separate page.

Please refer to Planning Justification Report included in the application submission

10. AFFIDAVIT OR SWORN DECLARATION (all applicant(s))

I, Joshua Morgan OF THE City of Orillia  
IN THE DISTRICT OF County of Simcoe MAKE OATH AND SAY THAT THE INFORMATION  
CONTAINED IN THIS APPLICATION IS TRUE AND THAT THE INFORMATION CONTAINED IN THE DOCUMENTS  
THAT ACCOMPANY THIS APPLICATION IS TRUE.

SWORN OR DECLARED BEFORE ME

AT THE City of Orillia

IN THE County OF Simcoe

THIS 13 DAY OF June, 2024

M Cooper

A COMMISSIONER OF OATHS

Joshua Morgan

Applicant

**Michelle Cooper**  
a Commissioner, etc., Province of Ontario,  
for Morgan Planning & Development Inc.  
Expires : July 26, 2025



**11. AUTHORIZATION OF AGENT (if applicable)**

11.1 If the applicant is not the owner of the land subject in this application, written authorization of the property owner authorizing the particular person to act as their agent to make the application and represent them at the meeting when the Board considers this matter, must be submitted with this application form OR the authorization section below be completed.

**AUTHORIZATION OF OWNER FOR AGENT TO MAKE THE APPLICATION**

I, Dan Jolic and/or Susan Jolic, AM THE OWNER OF THE LAND THAT IS THE SUBJECT OF THIS APPLICATION FOR CONSENT AND HEREBY AUTHORIZE Morgan Planning & Development (c/o Jonathan Pauk)


TO MAKE THIS APPLICATION ON MY BEHALF.

DATED: May 24, 2024, SIGNATURE OF PROPERTY OWNER 

11.2 If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

**APPOINTMENT AND AUTHORIZATION OF AN AGENT AND CONSENT TO PROVIDE PERSONAL INFORMATION**

I, Dan Jolic and/or Susan Jolic, AM THE OWNER OF THE LAND THAT IS THE SUBJECT OF THIS APPLICATION FOR CONSENT AND FOR THE PURPOSES OF THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT, I AUTHORIZE Morgan Planning & Development (c/o Jonathan Pauk) TO SUBMIT THE INFORMATION REQUIRED FOR THIS PURPOSE.

DATED May 24, 2024, SIGNATURE OF PROPERTY OWNER 

**12. CONSENT OF OWNER TO THE USE AND DISCLOSURE OF PERSONAL INFORMATION**

I/WE Dan Jolic and/or Susan Jolic, AM/ARE THE OWNER(S) OF THE LAND THAT IS THE SUBJECT OF THIS CONSENT APPLICATION AND FOR THE PURPOSES OF THE MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PERSONAL PRIVACY ACT, I/WE AUTHORIZE AND CONSENT TO THE USE BY OR THE DISCLOSURE TO ANY PERSON OR PUBLIC BODY OF ANY PERSONAL INFORMATION THAT IS COLLECTED UNDER THE AUTHORITY OF THE PLANNING ACT FOR THE PURPOSES OF PROCESSING THIS APPLICATION.

DATED May 24, 2024, SIGNATURE OF PROPERTY OWNER 



May 24<sup>th</sup>, 2024

To Whom it may concern.

I have visited the property of owners Daniel Jolic and Susan Jolic.  
The property is located in Croft Township.  
Address: 5993B Highway 124  
Concession: 8 & 9  
Lot # Pt Lot 18  
Roll #: 494403000504300

After inspecting the property, it is more than sufficient to have a septic system installed on this property.

Kelly Hickey  
Owner/President

4817 Hwy 124 RR#2  
Magnetawan, ON  
POA 1P0

705-387-1850  
Cell 705-783-3648

kelly.hickey@sympatico.ca

Company # 35025  
Bein # 13166



*Consent Application  
Planning Justification Report*

<i>To:</i>	Municipality of Magnetawan
<i>Attention:</i>	Erica Kellogg, Deputy Clerk – Planning & Development
<i>From:</i>	Josh Morgan, RPP and Jonathan Pauk, MCIP, RPP
<i>Date:</i>	June 14 2024
<i>Our File No.:</i>	PN 1406
<i>Delivered:</i>	Delivered by Email
<i>Subject:</i>	5993B Highway 124 South, Municipality of Magnetawan

**1.0 INTRODUCTION**

MORGAN Planning & Development Inc. (herein MP&D) has been retained by Dan Jolic, the owner of the subject property located at 5993B Highway 124 South in the Municipality of Magnetawan to seek approval for the creation of one new lot and one retained lot for the property located at 5993B Highway 124 South through the submission of this application for Provisional Consent. The purpose of the consent application is to create one new lot accessed by White’s Road with a lot area of 1.5 hectares (3.9 acres) and a lot frontage of 94.3 metres. The application would facilitate

the construction of a new single detached dwelling serviced by individual on-site water and wastewater services.

The subject property is designated “Shoreline” in the Municipality of Magnetawan Official Plan (**Figure 2**) and is zoned “Shoreline Residential (RS)” in accordance with Schedule A-1 in the Municipality’s Zoning By-law.

## 2.0 SITE DESCRIPTION OF PROPERTY and SURROUNDING LAND USES

The subject property is located generally east of Ahmic Harbour and on the south side of Highway 124 as shown in **Figure 1**.

*Figure 1 – Location of Subject Property*



The property is accessed by White’s Road, which is a private road extending from Highway 124 South. The subject property has a lot area of 3.1 hectares and has approximately 269 metres of straight-line frontage onto Ahmic Lake.

The subject property is currently being developed with a single detached dwelling and private services. The topography of the site generally slopes towards the lake and the majority of the site is treed.

The surrounding land uses are categorized as follows:

North: Existing rural and shoreline residential properties fronting onto Highway 124 and Ahmic Lake.

East: Existing shoreline residential properties fronting onto Ahmic Lake.

South: Ahmic Lake

West: Existing rural and shoreline residential properties fronting onto Ahmic Lake.

### 3.0 DESCRIPTION OF PROPOSAL

The purpose and effect of the provisional Consent application is to create one severed lot and one retained lot fronting onto Ahmic Lake. The proposed Severed Lot is to host a future rural residential use. The retained lot will contain the existing single detached dwelling and individual on-site services. The proposed lot configuration sketch is included as **Attachment 1**. A summary of the proposed lot configuration is included in Table 1.

*Table 1 – Summary of Proposed Consent Application*

Proposed Lot	Lot Area	Lot Frontage	Proposed Use
Retained Lot	1.5 hectares	103 metres	Shoreline Residential (Existing)
Severed Lot	1.5 hectares	94.3 metres	Shoreline Residential (Future)

The proposed Severed and Retained Lots comply with the minimum lot area and lot frontage requirements of the Shoreline Residential (RS) Zone.

### 4.0 PLANNING ANALYSIS

In formulating the planning rationale for the provisional consent application and the minor variance application, the following policy documents have been reviewed:

- Planning Act;
- Provincial Policy Statement (2020);
- Municipality of Magnetawan Official Plan; and,
- Municipality of Magnetawan Zoning By-law.

The following subsections provide a detail of the relevant policies as it relates to the consent application.

#### **4.1 The Planning Act**

The Planning Act establishes the legislative framework for land use planning in Ontario and prescribes how land uses may be controlled. The provisional consent application has been submitted in accordance with Section 53 of the *Planning Act*.

#### **4.2 Provincial Policy Statement (PPS) (2020)**

The Provincial Policy Statement (PPS) is a document that provides policy direction on matters of Provincial interest concerning land use planning. Ontario has a policy led planning system and the PPS sets the foundation for regulating the development and use of land in the Province. The PPS policies are set out to provide for appropriate development while also protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment. When making land use planning decisions, Planning Authorities must ensure that decisions are consistent with the PPS.

The subject property is located outside of a settlement area and are considered Rural Lands by the PPS. The PPS, specifically Section 1.1.5.2, identifies that residential development, including lot creation that is locally appropriate, and other rural land uses, and agricultural uses are permitted uses on Rural Lands.

The retained lands are proposed to contain the existing residential dwelling, docking facilities and accessory buildings. The existing residential use of the Retained Lot and the use of the proposed Severed Lot for shoreline residential purposes is permitted in accordance with Section 1.1.5.2 of the PPS.

Section 1.1.5.4 of the PPS indicates that development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted. The existing shoreline residential use on the retained lot and future shoreline residential use of the severed lot are compatible with the surrounding shoreline residential land uses and will not negatively impact the character of the area. The proposed Severed Lot is to be serviced by individual on-site sewage and water systems which is a typical form of servicing for this area of the Municipality.

Section 1.6.6.4 provides policies that apply to development serviced by individual on-site sewage and water services. It states that individual on-site sewage services and individual on-site water services may be used for a new development provided that site conditions are suitable for the long-term provision of such services with no negative impacts. The proposed Severed Lot is proposed to utilize on-site sewage and water services. A letter has been included in the application submission which has been prepared by First Choice Landscaping that has confirmed that septic system can be accommodated on the proposed Severed Lot.



Section 2 of the PPS focuses on the wise use and management of resources. Section 2.1 of the PPS states that natural heritage features shall be protected for the long term. The subject property does not contain Areas of Natural or Scientific Interest (ANSI), and there are no Provincially Significant Wetlands on or adjacent (within 120 metres) to the subject property.

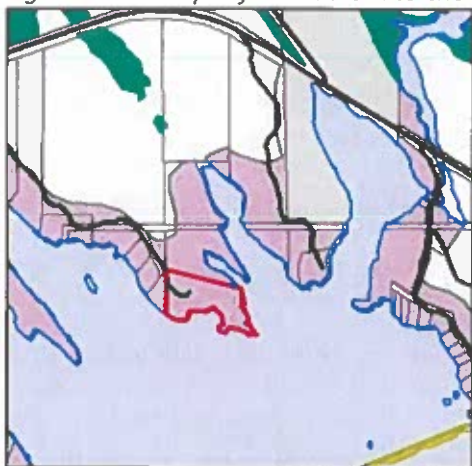
Section 3.0 of the PPS contains policies related to directing development away from natural or human made hazards. In accordance with Section 3.1 the proposed consent application is located outside of hazardous lands and hazardous sites and not affected by a dynamic beach hazard, flooding hazard or erosion hazard. The proposed Severed Lot would not be developed on, abutting or adjacent to lands affected by mine hazards; oil, gas and salt hazards; or former mineral mining operations, mineral aggregate operations or petroleum resource operations or contamination, as described in Section 3.2 of the PPS. Future development on the proposed Severed Lot is to be setback a minimum of 20 metres from the shoreline in accordance with the Shoreline Residential zoning standards.

It is our professional opinion that the provisional consent application is consistent with the policies of the Provincial Policy Statement.

#### 4.4 Municipality of Magnetawan Official Plan

The Municipality's Official Plan provides direction pertaining to growth and development within Magnetawan. The policies in the Plan address the environment, cultural and built heritage, natural resources and servicing and transportation. Schedule A (Land Use) identifies the subject property as designated Shoreline, as shown in **Figure 2**, Schedule B (Environmental Features) to the Official Plan does not identify any natural heritage features on or adjacent to the subject property.

*Figure 2 – Excerpt of Schedule A to the Official Plan*



Section 4.3 of the Official Plan contains policies regarding Surface Water Quality and requires septic systems to be located at least 30 metres from a watercourse or waterbody and requires a 20 metre shoreline vegetation buffer area. As shown in the proposed lot configuration sketch included as **Attachment 1** to this Report, the proposed septic is able to be located a minimum of 30 meters from the shoreline and a 20 metre vegetation buffer area has been provided along the entire frontage of the severed lot, all in conformity with Section 4.3.

Section 4.4 of the Official Plan states that new development or site alterations shall have no negative impact on the natural features or ecological functions of significant habitat of endangered or threatened species, other significant wildlife habitat, fish habitat, a provincially significant wetland or other significant natural heritage feature or function. As mentioned above, there are no mapped natural heritage features on or adjacent to the subject property.

Section 5.4 of the Official Plan contains policies pertaining to the Shoreline designation. Further, Section 5.4.1 identifies detached dwellings are a permitted use in the Shoreline designation. The use of the Severed and Retained Lots conform to the permitted uses in the Shoreline designation.

Section 5.4.2 of the Official Plan sets out development standards for properties located in the Shoreline designation. This section requires a minimum lot frontage of 90 meters and a minimum lot area of 1.0 hectare for new lots that are created in the Shoreline designation. The proposed Severed and Retained lots conform to the minimum lot standards set out in Section 5.4.2.

Section 5.4.5 states that, *no development should be permitted which would result in a waterbody being developed to a point of being over capacity as estimated by the Ministry of the Environment or Ministry of Natural Resources or as demonstrated by a Lakeshore Capacity Assessment completed in accordance with the Lakeshore Capacity Assessment Handbook . Any development within 300 metres of a waterbody shall be deemed to have an impact on the waterbody.*

The capacity ratings of lakes are provided in Appendix 1 of the Municipality's Official Plan which identifies that Ahmic Lake is "developable with a cautionary approach". Therefore, development is permitted on Ahmic Lake and it is not subject to the policies that apply to "at or near capacity" lakes.

Section 6.3 of the Official Plan contains policy direction regarding private roads and states,

*Existing private roads may continue to be used but shall not be extended.*

*Council will not permit the creation of new private roads in the Municipality unless those roads are created by plan of condominium.*

*New development of seasonal residences on existing private roads may be permitted where it is considered infilling between existing residential units. No new development of permanent residences may be permitted on existing private roads.*

The subject property is accessed via White’s Road, which is a private road extending from Highway 124. The proposed severed lot would be located between the existing dwelling located at 5339B and the lots to the north, which are all accessed via White’s Road and would not require the extension of White’s Road. Therefore, the consent application conforms to Section 6.3 regarding infilling on private roads.

Section 7.1.1 of the Official Plan contains criteria that are applicable to consent applications. Table 2 below summarizes the consent policies and evaluates the Consent application in relation to the applicable policies.

Table 2 – Official Plan Section 7.1.1

Policy 7.7.1 Severance Criteria	Policy Conformity
a) A registered plan of subdivision is not necessary for the orderly development of the lands.	The consent application is for one severed lot and one retained lot. A plan of subdivision is not required.
b) The lot size and setback requirements will satisfy specific requirements of this Plan and meet the implementing zoning by-law requirements.	The proposed Severed Lot and Retained Lot comply with the minimum lot frontage and area requirements of the Shoreline Residential (RS) Zone.
c) The proposed lot must front on a publicly maintained road or, within the Shoreline designation, between existing lots on an existing private road with a registered right-of-way to a municipally maintained road or be a condominium unit, which may be created on private roads having access to a municipal year round road.	The subject property is located within the Shoreline designation and is proposed to be accessed via White’s Road, which is a private road extending from Highway 124. The severed lot would be located between the existing dwelling located at 5339B and the lots to the north, which are all accessed via White’s Road and would not require the extension of White’s Road. Therefore, the consent application conforms to Section 6.3 and Section 7.1.1 (c) regarding infilling on private roads.
d) Lots for hunt camps, fishing camps, wilderness tourist camps or similar uses may be permitted on unmaintained municipal road allowances or on private right of ways to publicly maintained roads provided that the appropriate agreements are in place to ensure that the Municipality has no liability with respect to the use of these roads.	The proposed lots are not for hunt camp use.
e) The lot must have road access in a location where traffic hazards such as	The Severed Lot does not appear to create a traffic hazard. The retained and severed lots are

<p>obstructions to sight lines, curves or grades are avoided</p>	<p>to be accessed via an existing private road that extends from Highway 124.</p> <p>As part of pre-consultation with the Ministry of Transportation was consulted with and comments were received on April 12, 2024 confirming that an access review for the proposed severance is not required and that the property is beyond MTO's permit control jurisdiction.</p>
<p>f) The lot size, soil and drainage conditions must allow for an adequate building site and to allow for the provision of an adequate means of sewage disposal and water supply, which meets the requirements of the Building Code, the lot must have safe access and a building site that is outside of any flood plain or other hazard land.</p>	<p>The Severed Lot is of sufficient size to accommodate servicing. Please refer to the letter prepared by First Choice Landscaping which confirms a septic can be accommodated on the proposed Severed Lot.</p> <p>The proposed Retained Lot is to be serviced by an existing septic system.</p>
<p>g) Notwithstanding subsection c), lots created for seasonal or recreational purposes may be permitted where the access to the lot is by a navigable waterbody provided that Council is satisfied that there are sufficient facilities for mainland parking and docking.</p>	<p>The policy is not applicable at the proposed Severed and Retained lots are to be accessed via an existing private road.</p>
<p>h) Any lot for permanent residential use shall be located on a year round maintained municipal road or Provincial highway.</p>	<p>The proposed Severed and Retained Lots are accessed via a private road and are to be used for seasonal residential uses.</p>
<p>i) In the Rural designation, new lots created by consent shall be limited to the following:</p> <ul style="list-style-type: none"> <li>i. The Township will permit the creation of up to eight new lots per year. The new lots must comply with the regulations as set out in the implementing Zoning By-law.</li> <li>ii. two lots per original hundred acre lot;</li> <li>iii. one lot for each 50 acre parcel which existed as of the date of approval of this Plan; and</li> </ul>	<p>The policy is not applicable as the subject property is not located in the Rural designation.</p>

iv. infilling between existing residences within 300 metres of each other on the same side of a municipal road or Provincial highway	
j) The creation of any lot will not have the effect of preventing access to or land locking any other parcel of land.	The Severed and Retained Lots will not prevent access to, or land lock any other parcel of land.
k) Any severance proposal on land adjacent to livestock operations shall meet the Minimum Distance Separation Formula I in accordance with the MDS Guidelines and shall demonstrate that the proposed water supply has not been contaminated from agricultural purposes.	There does not appear to be adjacent to livestock operations that would trigger an MDS calculation.

Based on the analysis provided in Table 2 above, it is our professional opinion that the consent application conforms to the general consent criteria contained in Section 7.7.1 of the Municipality's Official Plan.

Based on the analysis provided above, it is our professional opinion that the consent application conforms with the Municipality of Magnetawan Official Plan.

#### 4.5 Municipality of Magnetawan Zoning By-law

The subject property is zoned Shoreline Residential (RS).

The Shoreline Residential (RS) Zone requires a minimum lot area of 1 hectare and a minimum lot frontage of 90 metres in accordance with Section 4.2.2. A summary of the proposed lot configuration is included in Table 3.

*Table 3 – Summary of Proposed Lot Configuration*

Zoning By-law Provision	Lot	Minimum Requirement	Proposed Severed Lot	Proposed Retained Lot
Minimum Area	Lot	1 hectare	1.58 hectares	103 metres
Minimum Frontage	Lot	90 metres	1.58 hectares	94.3 metres

As noted in Table 3 above, the proposed Severed and Retained Lots comply with the minimum lot area and lot frontage requirements for the RS Zone.

The existing single detached dwelling on the proposed retained lot is proposed to remain and is

recognized as a permitted use and will also contain the existing well and septic system. As a result of the consent application and the location of the proposed lot lines, the existing dwelling on the Retained Lot will remain in full compliance with the Municipality's Zoning By-law.

The uses on the proposed Severed and Retained and lots are permitted within the Shoreline Residential Zone as identified the Municipality's Zoning By-law. The lot configuration and resulting lot standards for the proposed severed lot has been created to facilitate the construction of a new single detached dwelling.

It is our opinion that the consent application complies with the Municipality's Zoning By-law.

## 5.0 CONCLUSION

The proposed consent application would permit the establishment of a new shoreline residential lot and a retained shoreline residential lot that are both more than 1 hectare in size. The area surrounding the subject lands is comprised of a mix of shoreline and rural lots and that are characteristic of the size of other lots in the area.

Based on a detailed review and analysis of all applicable Provincial and Municipal policy, as well as considering the site location, conditions, context and surrounding uses, it our opinion that the proposed consent application to create one new lot is consistent with the PPS, conforms to the Municipality of Magnetawan Official Pan and represents good land use planning.

Respectfully submitted,  
MORGAN Planning & Development Inc.



Jonathan Pauk, HBASc., MSc., MCIP, RPP  
Senior Planner



Joshua Morgan, RPP  
Principal Planner









Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**WHEREAS** the Municipality of Magnetawan entered into an Encroachment Agreement for the property legally described as CROFT CON 5 PT LOT 1 42R-4590, Municipality known as 3 Woodland Lane (Echo Beach Cottage Resort Inc.) to permit encroaching structure(s);

**AND WHEREAS** the 2007 building site sketch provided by EJ Williams Surveying identified minimal encroachments on the Municipally owned privately maintained Woodland Lane;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Magnetawan agrees in principle to sell a portion of the Municipally owned privately maintained Woodland Lane surrounding the encroaching structure(s) with the following conditions:

- 1) The application and required fees are received;
- 2) Only includes the road allowance lands within 2 metres of the encroaching structure(s).
- 3) The Applicant shall be responsible for obtaining a reference plan depicting the subject lands to the satisfaction of the Municipality;
- 4) The Applicant be required to take all steps required for the subject lands to merge with the Applicant's lands;
- 5) The Applicant shall be responsible for all costs incurred by and/or imposed by the Municipality arising from and in consequence of the application and the proposed closure and sale;
- 6) That the price of the land shall be determined by a qualified appraiser.


Carried \_\_\_\_\_ Defeated \_\_\_\_\_ Deferred \_\_\_\_\_

\_\_\_\_\_  
Sam Dunnett, Mayor

Recorded Vote Called by: \_\_\_\_\_

Recorded Vote

Member of Council	Yea	Nay	Absent
Bishop, Bill			
Hetherington, John			
Hind, Jon			
Kneller, Brad			
Mayor: Dunnett, Sam			

 <p data-bbox="193 344 379 409"><b>Municipality of Magnetawan</b></p>	<p data-bbox="555 293 836 322"><b>REPORT TO COUNCIL</b></p>
<p data-bbox="188 450 233 479">To:</p>	<p data-bbox="555 450 802 479">Mayor and Council</p>
<p data-bbox="188 510 268 539">From:</p>	<p data-bbox="555 510 1270 539">Erica Kellogg, Deputy Clerk Planning and Development</p>
<p data-bbox="188 571 411 600">Date of Meeting:</p>	<p data-bbox="555 571 767 600">August 14, 2024</p>
<p data-bbox="188 631 352 660">Report Title:</p>	<p data-bbox="555 631 1177 660">Encroachment - Echo Beach Cottage Resort Inc.</p>

**Recommendation:** THAT Council receives and approves this report as presented.

**Background:**

Early 2024 Staff contacted the current property owner of Echo Beach Cottage Resort Inc. informing them that the historical Encroachment Agreement subject to 3 Woodland Lane had lapsed and no new encroachment agreements would be entered into. Within the letter Staff requested the property owners reach out to address a permanent resolution.

Encroachment Agreements (Agreements) are authorized under By-law No. 2006-11. The same By-law provides that Agreements create no interest in the land or easement rights for the user. These Agreement are clear, concise and provide terms for termination which require a minimum of twelve (12) months notice.

Historically, Council has resolved similar structure encroachments by requiring the encroaching cottages be removed (Osborne/Woodward/Schaefer) or by selling a small portion of Municipal lands that surround the encroaching structure, as long as public access to the water is maintained (Cosi).

**Evaluation:**

In 2007 the former owners of 3 Woodland Lane provided a letter to Council advising that through a site plan survey, encroaching structures on the Municipally owned, privately maintained road (Woodland Lane) were found. Included with this report is the 2007 site plan survey. According to the site plan the encroaching structure in question is of a garage. The encroachment may be mere feet; however a survey will be required to confirm. Additionally, it is unclear from the site plan if an existing vinyl sided generator shed may be encroaching the same Unopened Road Allowance.

Subsequently in 2008 an Encroachment Agreement was entered into, which outlined an annual fee and proof of insurance to be provided on an annual basis. The previous owner provided the annually fee and insurance until the property was sold to the current owner mid 2014. The current property owner (2412495 Ontario Inc) does not have an Encroachment Agreement in place.

**Conclusion:**

The current Official Plan, Section 6.7 prescribes that Council will not sell Unopened Road Allowances leading to water unless there is other public access to the water in the immediate area. Woodland Lane in essence, is a horseshoe shaped road that connects to water at both ends. Access to water is available approximately 474m to the south/west of the subject encroaching structure.

Additionally, the same Section of the Official Plan prescribes that Unopened Road Allowances will not be sold if there is any possibility that there is a potential future public use for the subject lands. There is an option for the Municipality to retain ownership of the Unopened Road Allowance while permitting the current owner to purchase only the encroached land needed to permit the encroaching structure to remain status quo.

**Recommendation:**

Staff recommend that the Applicant survey the area of the encroaching structure, once completed make a request to Council to sell the subject lands, permanently resolving the historical encroachment.

Respectfully Submitted,



Erica Kellogg,

Deputy Clerk – Planning and Development

**Erica Kellogg**

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**Subject:** FW: Agreement

**From:**

**Sent:** Monday, July 15, 2024 3:23 PM

**To:** Erica Kellogg <ekellogg@magnetawan.com>

**Subject:** Re: Agreement

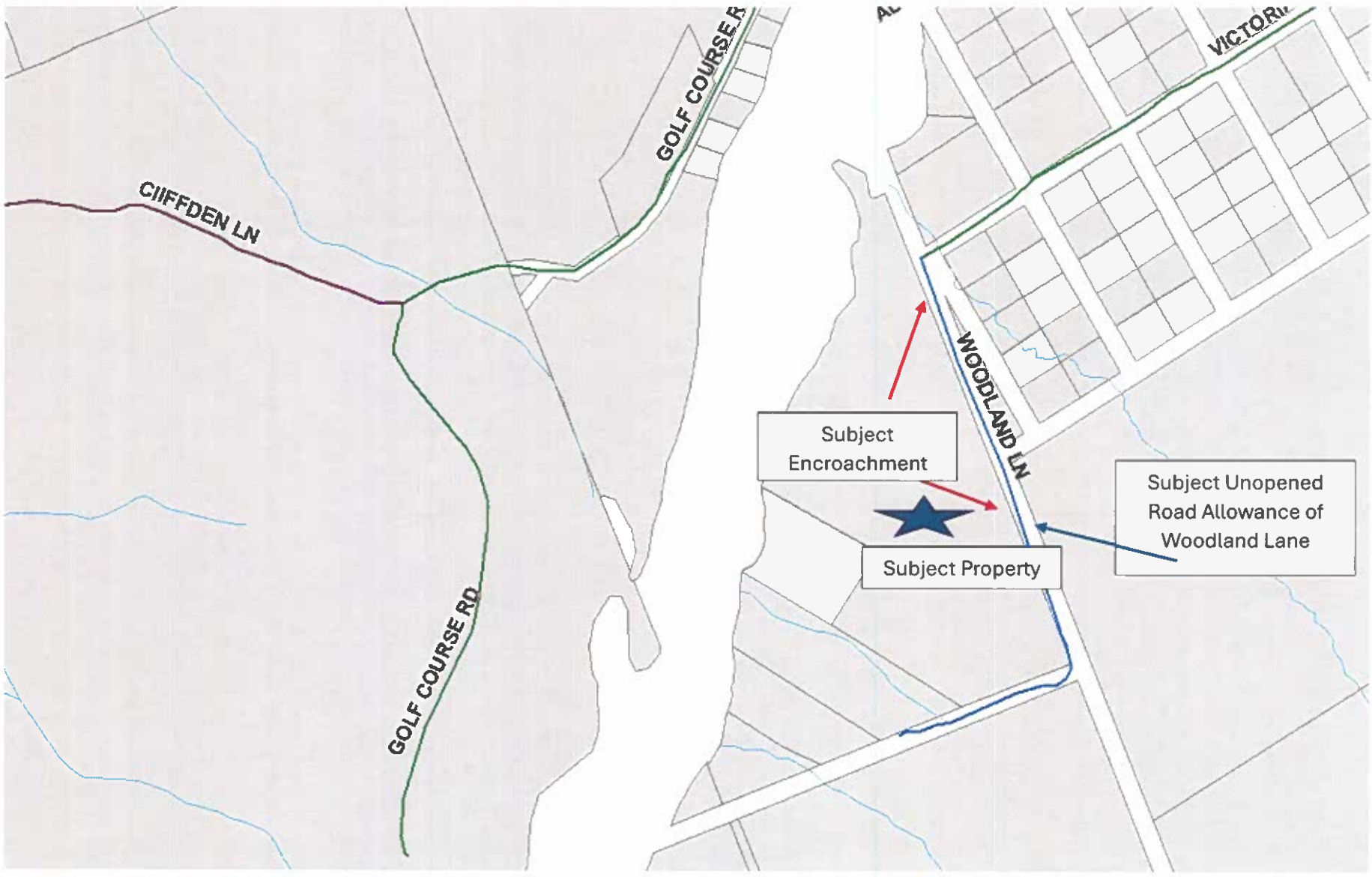
Hello Erica,

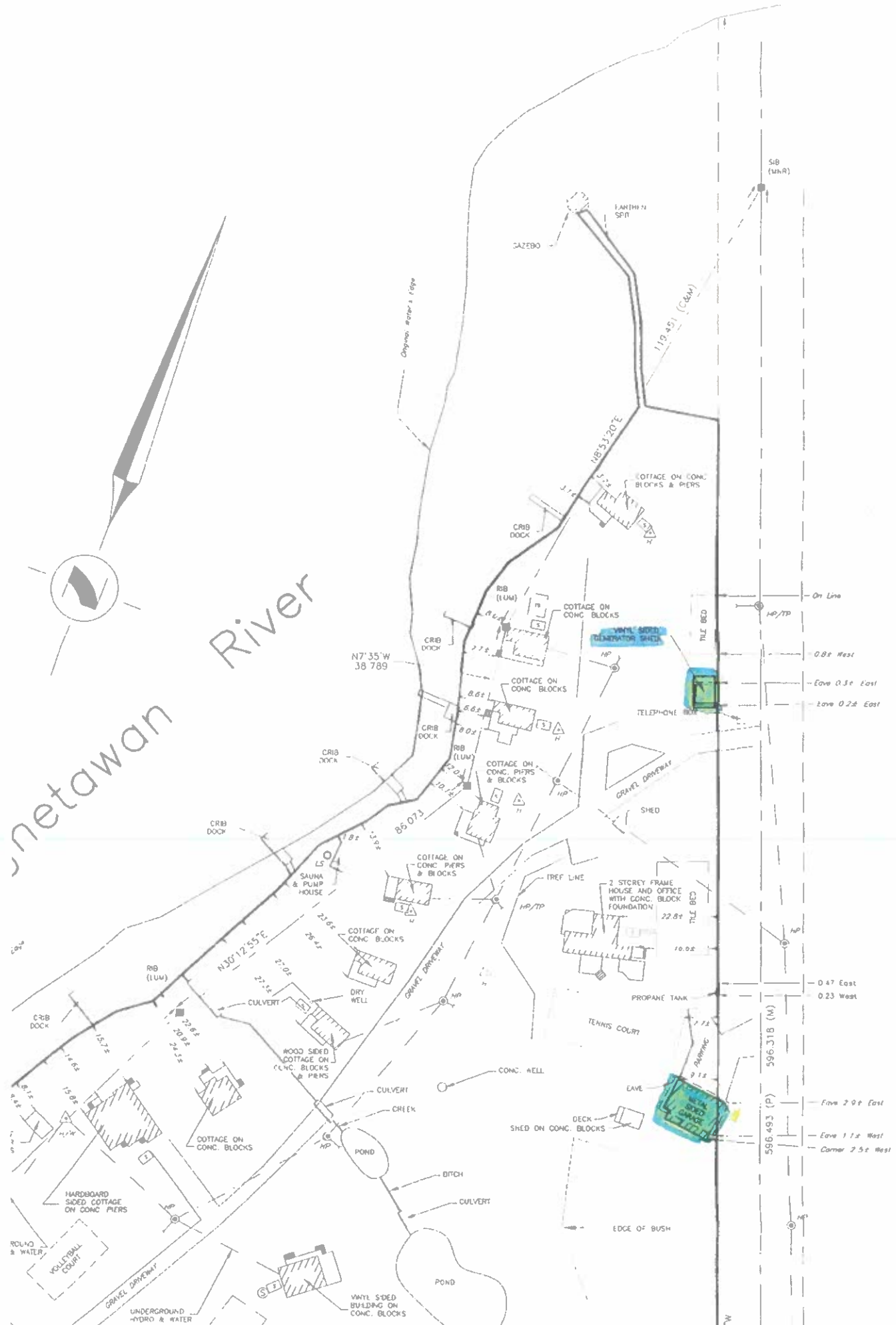
As we have discovered from the letter you sent a few months back, our existing garage may encroach on the road allowance. The costs to tear down (and rebuild) the garage are way beyond of financial ability

We were wondering if Council would be willing to to sell a portion the road allowance were the existing garage is encroaching.

Thank you,

Ingrid K





THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

By-law No. 2006-11

A BY-LAW TO ESTABLISH POLICIES  
For Closing and selling of Road Allowances  
and Licensing of Encroachments on Road Allowances

WHEREAS the Municipality may pass By-laws in respect of highways under its jurisdiction;

AND WHEREAS this Municipality from time to time receives applications to close and sell parts of these road allowances and to license encroachments thereupon;

AND WHEREAS it is the general policy of this Municipality that encroachments upon Municipal road allowances shall, over time, be removed;

AND WHEREAS the purpose of this By-law is to establish policies with respect to the disposition of, or retaining of, road allowances and licensing of encroachments on road allowances;

BETT ENACTED AS A BY-LAW OF this Municipality as follows:

1. **General Policy**

Council may approve:

- 1.1 applications for closing and selling of unopened road allowances, except in those situations where Council deems it not to be in the best interests of the Municipality to proceed with such closings;
- 1.2 applications to license encroachments on road allowances, except in those situations where Council deems it not to be in the best interests of the Municipality to proceed with such licensing

2. **Owner of adjacent lands**

The Applicants for road closing and licensing of encroachments must be an owner of land adjacent to or abutting that portion of said road allowance which is the subject matter of the Application, subject to Section 3.

3. **Application by non abutting Owners**

Council may consider and approve applications submitted by those persons who are not abutting land owners where Council is satisfied that :

3.1 **Consent**

the approval would not adversely affect the owner of land adjacent to or abutting the subject road allowance; in this regard, Council may require the applicant to obtain the consent of the abutting land owner(s);

3.2 **Access**

the applicant has appropriate road access (Municipally maintained roads and/or registered right-of-way) to the applicant's lands;

3.3 **Compliance**

the applicant's lands, including the lands which are the subject of the application, comply with the Zoning By-law requirements of the Municipality;

3.4 **Conditions**

such further conditions as Council deems necessary in light of the circumstances.

4. **Sale Price**

The sale price for the conveyance of a closed road allowance and the fee for the presence of an encroachment shall be based on a per square foot basis to be set by Council from time to time.

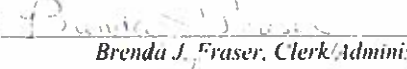


- 5     **Survey**  
The Applicant for a road closing or encroachment license, if the Application is approved in principle by Council, may be required to obtain a survey of the subject property, which must show the original boundaries of the road allowance, and the location and size of all buildings situated on the road allowance. In the case of the closing of a shore road allowance, the survey shall show the original water level and the current water level.
- 6     **Legal and Administration Costs**  
The Applicant will be responsible for all municipal, legal, administrative and survey costs in connection with the proposed Application. A Two Thousand (\$2,000) Dollar deposit will be required by the Municipality against legal and administrative costs.
- 7     **Shore roads under water**  
No road allowance that is entirely under water shall be sold. Where a shore road allowance that is the subject of an application is partially under water, Council may direct that such portion that is under water not be sold and that such lands be shown as a distinct and separate part on the reference plan prepared pursuant to Section 5.
- 8     **Encroachments on road allowances**  
Whereupon the Municipality gives approval for an encroachment, Council shall as a condition of such approval require the applicant to enter into a license agreement for such encroachment(s). The agreements, may include, among other things, provisions regarding the term and termination of the agreement, the removal of encroachments upon termination and payment of the Municipality's costs related to the authorization of such encroachment and the preparation of any agreements.
- 9     **Repeal of By-law No. 2002-23**  
That By-law No. 2002-23 of this Corporation entitled "A By-law to Provide for the Leasing or selling of the soil and freehold of a Stopped up Highway or Part of a Highway" is hereby repealed.
- 10    **Repeal of By-law No. 2002-25**  
That By-law No. 2002-25 of this Corporation entitled "A By-law to Establish Procedures with respect to Applications for Closing and Selling of Unopened, Unassumed Shore Road Allowances" is hereby repealed.
- 11    **Repeal of By-law No. 2003-08**  
That By-law No. 2003-08 of this Corporation entitled "A By-law to establish policies for Closing and selling of Road Allowances and Licensing of Encroachments on Road Allowances" is hereby repealed.

Passed in open Council as read a First, Second and Third Time  
this 22<sup>nd</sup> day of March, 2006.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

Per:  \_\_\_\_\_  
Sam Dunnet, Mayor

Per:  \_\_\_\_\_  
Brenda J. Fraser, Clerk/Administrator

THIS AGREEMENT MADE BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

(hereinafter called the "Licensor")

OF THE FIRST PART

-and-

**WOODLAND ECHOES RESORT INC.**

(hereinafter called the "Licensee")

OF THE SECOND PART

WHEREAS the Licensee is the owner of certain premises on a portion of "Road Allowance" more particularly described in Schedule "A" attached (the "Property");

AND WHEREAS the Licensee proposes to maintain a metal-sided garage (the "Encroachment") partially on a portion of original Road Allowance (the "Road Allowance"). The Municipality provides no guarantee of land ingress or egress from the structure.

AND WHEREAS the Licensor has passed By-law No. 2006-11 which permits the licensor to enter into license agreements regarding the use and occupation of Shore Road Allowances Road Allowances;

AND WHEREAS the Licensor is the owner of the Road Allowance;

AND WHEREAS the Licensee has applied to the Licensor for approval of and consent to the Encroachment;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS SET FORTH, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT ACKNOWLEDGED, THE PARTIES COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

**1. LICENCE**

The Licensor hereby permits and consents to the Encroachment onto the Road Allowance, subject to the terms and conditions.

**2. INDEMNIFICATION FROM LIABILITY AND RELEASE**

The Licensee covenants and agrees with the Licensor that the Licensee will indemnify and save harmless the Licensor, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which the Licensor may incur or be liable for in consequence of the granted permission and or the exercise by the Licensee of such permission and or the encroachment or anything in any related matter.

The Licensee hereby releases and forever discharges the Licensor, its officers, servants, officials and agents from any claim, demand, loss, cost, charge or expense which may arise as a result of the Licensor performing any municipal work on the Road Allowance which may damage or interfere with the Encroachment.

### **3. TERM**

This Licence Agreement shall be effective upon the date of execution by the Licensor and shall continue from year to year subject to the termination provisions.

### **4. TERMINATION OF AGREEMENT**

4.1 This agreement may be terminated by the Licensor on the following terms and conditions:

- 4.1.1 upon twelve (12) months' notice in writing by the Licensor to the Licensee at the Licensor's sole discretion;
- 4.1.2 the Licensee is in default under any of the terms of this agreement and has been given notice of such default and such default has not been corrected within fifteen (15) days of receiving such notice;
- 4.1.3 the Encroachment has been demolished or otherwise removed from the Road Allowance;

4.2 This agreement will automatically terminate upon the registration of a transfer of the ownership of the road allowance from the Licensor to the Licensee.

### **5. NO INTEREST IN LAND**

The Licensee acknowledges that this agreement shall in no way create any interest in land or easement rights.

### **6. CONSTRUCT, REPAIR AND REMOVAL**

In consideration of the permission and consent given, the Licensee:

- 6.1 shall, at his/her own expense, construct the Encroachment in accordance with the plans filed with the Municipality and only upon obtaining a building permit, where such permit is required;
- 6.2 shall, at his/her own expense, obtain all required governmental approvals for the construction of the Encroachment;
- 6.3 shall, at his/her own expense, keep and maintain the Encroachment in good and proper repair and condition;
- 6.4 shall, upon termination of this agreement, forthwith remove the Encroachment and repair any damage caused at the sole expense of the Licensee without being entitled to any compensation whatsoever.

If the Licensee fails to construct, repair or remove the Encroachment as required by this agreement, the Licensor may alter, repair or remove the same at the expense of the Licensee and the Certificate of the Clerk of the Licensor as to the expense shall be final and binding upon the Licensee, and the Licensor may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Licensor

#### **7. INSURANCE**

The Licensee shall obtain and maintain public liability (personal injury and property damage) insurance covering the maintenance of the Encroachment in the amount of at least two million (\$2,000,000.00) dollars. The Licensee shall also ensure that any contractor who is constructing, repairing or removing the Encroachment shall have public liability (personal injury and property damage) insurance in the amount of at least two million (\$2,000,000.00) dollars naming "The Corporation of the Municipality of Magnetawan" as an additional insured. The Licensee shall provide to the Licensor current certificates of the foregoing insurance prior to execution of this agreement by the Licensor and from time to time as requested by the Licensor

#### **8. LICENCE NON-TRANSFERABLE**

The licence hereby granted may not be transferred by the Licensee without the prior consent in writing of the Licensor

#### **9. PAYMENT OF FEES, TAXES**

The Licensee shall pay the annual required license fee as set out and prescribed in Schedule "B", or such fees as are required by a subsequent by-law governing the substance of this encroachment agreement. In addition to the foregoing, the Licensee shall pay all municipal taxes for any property owned by the Licensee within the municipality, by the date(s) set out in the applicable tax notice(s).

#### **10. NOTICE**

For the purpose of this agreement, notice may be given to the Licensee by prepaid registered mail addressed to the Licensee at:

Woodland Echoes Resort Inc.  
c/o Ken and Carol Turner  
P.O. Box 59  
Magnetawan, Ontario P0A 1P0

and such notice shall be deemed to have been given and received on the third day after mailing.

#### **11. ESTOPPEL OF LICENSEE**

The licensee agrees not to call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Licensor to enter into this agreement and to enforce each and every term, covenant and condition and this agreement may be pleaded as an estoppel against the Licensee in any such proceedings.


This AGREEMENT SHALL enure to the benefit of and be binding upon the parties and their permitted assigns.

IN WITNESS WHEREOF the parties have executed and set their hands and seals on this agreement:

By the Licensor on the 24 day of September, 2008.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

Per:   
Dick Smith, Mayor

Per:   
Earl D. Evans, CAO/Clerk

By the Licensee on the 15 day of September, 2008.

**WOODLAND ECHOES RESORT INC.**

Per:   
Ken Turner

Per:   
Carol Turner

**SCHEDULE "A"**

That parcel of land lying on Part of Lot 1, Concession 5, geographic Township of Croft, Municipality of Magnetawan, the area being the footprint of the building plus ten (10') feet on each side of the footprint but not to extend beyond the Road Allowance

**SCHEDULE "B"**

This Agreement shall be in effect January 1, 2008 to December 31, 2008.

**FEE**

Fifty (\$50.00) Dollars

**DUE DATE**

September 30, 2008

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2022 299 plus tax  
2023 299 plus tax

**Laura Brandt**

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**From:** message@maddmessage.ca  
**Sent:** July 22, 2024 12:00 PM  
**To:** Laura Brandt  
**Subject:** MADD Message Yearbook Advertising Information  
**Attachments:** your\_ad.jpg

Dear Mayor Dunnett & Council, c/o Laura

I wanted to take a moment to re-connect for our 2024 campaign. I hope that everyone is enjoying your Summer. Thank you again for your many years of amazing support. Please accept this email as our official sponsorship renewal request. Thanks for your time. Please feel free to email or call the office at 1-866-767-1736. We hope to have the Municipality of Magnetawan join us once again in support of MADD Canada. We look forward to hearing from you. Have a wonderful day! [www.maddmessage.ca](http://www.maddmessage.ca)

Thank you to the Municipality of Magnetawan for placing your business card sized supportive ad in our last edition of the MADD Message Yearbook. For your consideration, please find attached a copy of your previous ad. By placing an ad in the publication, you have demonstrated your support for stopping impaired driving while publicly promoting your commitment to the cause, all the while backing important programs and services such as educational seminars in schools for new young drivers. (<https://maddyouth.ca/school-program>) For additional information, to see our rates, and to see a recent e-copy, please visit our website, [www.maddmessage.ca](http://www.maddmessage.ca). Without the support of the business community, this important publication would not be possible. We hope to once again count on your support in our upcoming edition.

Yours truly,  
Stacey Biekx  
T: (866) 767-1736  
E: [message@maddmessage.ca](mailto:message@maddmessage.ca)  
W: [www.maddmessage.ca](http://www.maddmessage.ca)

Sponsorship Advertising Rate/Size Chart

Back Covers \$2200.00  
Inside Covers \$1600.00  
Full page \$1300.00  
1/2 page \$899.00  
1/4 page \$699.00  
Banner \$599.00  
1/8th page \$419.00  
Business Card \$319.00



## **Municipality of Magnetawan**

P.O Box 70, 4304 Hwy #520  
Magnetawan, ON P0A 1P0

(705) 387-3947  
[magnetawan.com](http://magnetawan.com)



Dear Almaguin Business Member,

The Burks Falls Art and Crafts Club is very excited to announce we are hosting the 68th Annual Northern Ontario Art Association Juried Art Show and Exhibition this September in Magnetawan.

The Burks Falls Art & Crafts Club is very honored to be hosting this wonderful event that will showcase the 40-award winning selected artworks as well as displaying the more than 100 submission entries from all over Northern Ontario for free public viewing.

We are asking business members of the Almaguin Highlands for a monetary award donation for this event. Each donation will receive a tax receipt and a thank-you, but the best part is.... Your business will be advertised in the NOAA Brochure that tours throughout Northern Ontario with the award-winning art! The NOAAs touring show travels for one year from Sault Ste Marie through to Moon Beam in the north and as far south as Burks Falls! This is truly an offer for you to receive recognition for your donation plus advertising throughout the north! The delegates arriving for this event are here from all over the north, and the Burks Falls Art & Crafts Club would like everyone to remember us and the Almaguin area!

As this is the 75th anniversary of the NOAA we had hoped to celebrate the award winners with a \$75 anniversary honorarium. Therefore, we ask doners to **consider** donating a monetary award in the amount of \$75, but certainly all donations of **any monetary amount** are greatly appreciated! Payment can be made to the NOAA Treasurer by check, (payable to Northern Ontario Art Association) mailed to 893 Reg Pope Blvd. Timmins On P4N 8K8 or for your convenience by e-transfer to [tedoconnor7@gmail.com](mailto:tedoconnor7@gmail.com).

The event takes place on September 6 & 7, 2024 in the Municipality of Magnetawan at the Magnetawan Community Centre. The official opening ceremonies and awards are being held Friday, September 6 from 7pm-9pm at which time we invite donors, if they desire, to be present to present their monetary donation awards. Drop by and help celebrate and see the outstanding artwork from the north plus our very own BFACC members artwork who are entered.

This is a great way to celebrate and support the Arts in the Almaguin area so please consider our request. Thank-you... We would love to hear from you, and if you require any further information feel free to contact either,

BFACC President Lois Cookman 705-382-5895 [loisjcookman@gmail.com](mailto:loisjcookman@gmail.com)

BFACC Secretary Marianne Brandt 705-358-1061 [gramma.brandt4@gmail.com](mailto:gramma.brandt4@gmail.com)





Jackson, Pam  
Maitland Fine Arts Association  
*Jean Jackson Was Here*  
Oil  
NES - 12x12  
Award recipient: Agnico Eagle Ltd.



Beavin, Berdina  
Englehart Area Artists  
*Highbush Cranberry Shonis*  
Paper Collage  
\$350 - 16x20  
Award recipient: NOAA "Best in Show"



Heidenheim, Martha  
Moonbeam Artists Association  
*Bluebells*  
Watercolour  
NES - 14x16  
Award recipient:  
Lynda Simons Memorial Award



Clark, Christopher  
Porcupine Art Club  
*Solo Paddler*  
Pen and Ink  
\$400 - 12.25x22.5  
Award recipient:  
Susan Maricantelli Memorial Award



Club of Kirkland Lake



AGNICO EAGLE



# 67<sup>th</sup> Annual Juried Exhibition

## 2023-24

# 67<sup>e</sup> Exposition artistique annuelle

Jurors/Juristes:  
John Anderson  
Linda Mustard

[noaa.ca](http://noaa.ca)



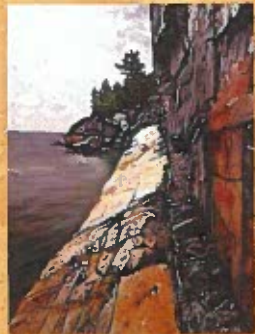
Venne, Lionel  
Englehart Area Artists  
*Where The Sun Goes to Sleep*  
Mixed Media  
\$900 - 22x30  
Award recipient:  
Aime McMilligan Johnson Memorial Award



**Bere, Brigitte**  
 Artists Nine Sudbury  
*In The Valley  
 Of The Crimson  
 River Not My Blood*  
 Mixed Media Felting  
 \$1500 - 9x30  
 Award Recipient:  
 Jack Pacey Memorial Award  
 Best Contemporary Art



67<sup>th</sup> Juried Exhibit  
 Winners and Selected Works  
 67<sup>ème</sup> exposition avec jury  
 Gagnants et œuvres  
 sélectionnées



**Hurdle, Valerie**  
 Algoma Art Society  
*Enduring*  
 Oil  
 \$600 - 18x24  
 Award recipient:  
 Agnico Eagle Ltd.



**Nyman, Lynne**  
 Porcupine Art Club  
*Winter Is At My Window*  
 Acrylic on Board  
 \$200 - 12X12  
 Award recipient:  
 Kirkland Lake Arts Club Award

**Bassett, Christine**  
 Walden Art Club  
*Winter Shadows*  
 Acrylic  
 \$275 - 19x20

**Brandt, Marianne**  
 Burk's Falls Art and Craft Club  
*Kayaking Nature-ly*  
 Acrylic  
 NFS - 36X12

**Brinkman, Olga**  
 Sudbury Art Club  
*Reflection*  
 Acrylic  
 NFS - 16x20

**Buchanan, Marc**  
 North Bay Art Association  
*A Serene Summer Day*  
 Oil on Panel  
 NFS - 18x36

**Chivot, Joan**  
 Sudbury Art Club  
*Waiting Out The Rain*  
 Oil  
 \$700 - 16x20

**Collins, Joanne**  
 Burk's Falls Art and Craft Club  
*Just Before Dark*  
 Acrylic  
 \$3500 - 24X20

**Crundwell, Frances**  
 Cochrane Art Club  
*Cocophony of Colour*  
 Mixed Media  
 \$150 - 10x12

**Edwards, Richard**  
 Manitoulin Fine Arts Association  
*Stream In Autumn*  
 \$1200 - 20X28

**Eckert, Bea-Yeh Lin**  
 Temiskaming Palette and Brush Club  
*Until We Meet Again*  
 Acrylic  
 \$980 - 24x30

**Ethier, Melinda Mauro**  
 Temiskaming Palette and Brush Club  
*Temiskaming Canada Goose*  
 Ink and Acrylic  
 NFS - 12x14

**Gamble, Sue**  
 Kirkland Lake Arts Club  
*Silent Land*  
 Acrylic  
 \$750 - 30X24

**Godfrey, Kathy**  
 Algoma Art Society  
*Enchanted*  
 Watercolour on Yupo  
 \$225 - 11X14

**Jones, Josie**  
 Algoma Art Society  
*Comfortable Silence*  
 Watercolour  
 NFS - 11X15

**Klinke, Karen**  
 North Bay Art Association  
*At Duchesnay Creek*  
 Acrylic  
 \$350 - 12x12



**Fitzer, Sue**  
 North Bay Art Association  
*A Northern Beach*  
 Watercolour  
 NFS - 8.25x10.25  
 Award recipient:  
 Nancy Caldwell Memorial Award

**Jenning, Duff**  
 Algoma Art Society  
 Retired  
 Coloured Pencil  
 \$675 - 12X16  
 Award Recipient:  
 Gabrielle Danis Memorial Award



**Kotyluk, Martin**  
 Sudbury Art Club  
*Railroad Crossing Guard*  
 Acrylic  
 \$795 - 12x24

**Martin, Greg**  
 Englehart Area Artists  
*Lacock Abbey*  
 Acrylic on Canvas  
 \$850 - 20X26

**Lampinen, Sue**  
 Manitoulin Fine Arts Association  
*Frozen Plein Air*  
 Pastel  
 NFS - 8.5x11.5

**Lewis, Ellen**  
 Manitoulin Fine Arts Association  
*Pink Joy*  
 Watercolour  
 \$400 - 13x9

**Cormier Splane, Margot**  
 Porcupine Art Club  
*The Egg Came First*  
 Hand Pulled Serigraph  
 \$395 - 11X15

**MacDonald, Mary-Lou**  
 Algoma Art Society  
*Ah Nuts!*  
 Mixed Media  
 \$400 - 12X12

**Sutherland, Justice**  
 Porcupine Art Club  
*Raging Through The Boreal*  
 Acrylic on Canvas  
 \$400 - 16X20

**Dreidger, Roxanne**  
 Burk's Falls Art and Craft Club  
*Solitude*  
 Oil  
 \$690 - 20X30

**Van Der Hooft, Rita**  
 Walden Art Club  
*Harvest*  
 Watercolour  
 \$325 - 15x21

**McCarthy, Myra**  
 Temiskaming Palette and Brush Club  
*Cotton Ball Clouds*  
 Watercolour  
 \$400 - 14x18

**Wigny, Herma**  
 North Bay Art Association  
*Birches In Wintertime*  
 Watercolour  
 \$350 - 21x28

**Mordy, Carol**  
 Burk's Falls Art and Craft Club  
*The Beginnings of Spring*  
 Oil  
 \$350 - 16X20



**Steube, Lotte**  
 Algoma Art Society  
*Ponds of Dream*  
 Watercolour  
 NFS - 16X19  
 Award recipient:  
 Lakeshore Motors Ltd

Congratulations to  
 ALL participants!  
 Felicitations a TOUS  
 les participants!



**Wheeldon, Danyel**  
 Englehart Area Artists  
*Summer's Bounty*  
 Acrylic on Wood  
 \$250 - 6.75X7.75  
 Award recipient:  
 Mary Weymark Goss Memorial Award





**Municipality of  
Magnetawan**

**Magnetawan Community Centre Board**

**RESOLUTION No. 2024-11 JULY 23, 2024**

Moved by: *Henry Spel*

Seconded by: *Mark G. [unclear]*

**WHEREAS** the Magnetawan Community Centre Board passed motion 2021-10 recommending to Council to replace the Pine Trees along the Magnetawan Community Centre and overflow parking lot with Green Giants;  
**AND WHEREAS** Council passed motion 2021-251 approving the recommendation;  
**AND WHEREAS** the trees were replaced but did not fair the winter well due to the inclement weather and wildlife;

**BE IT RESOLVED THAT** the Magnetawan Community Centre Board respectfully recommends to Council, to

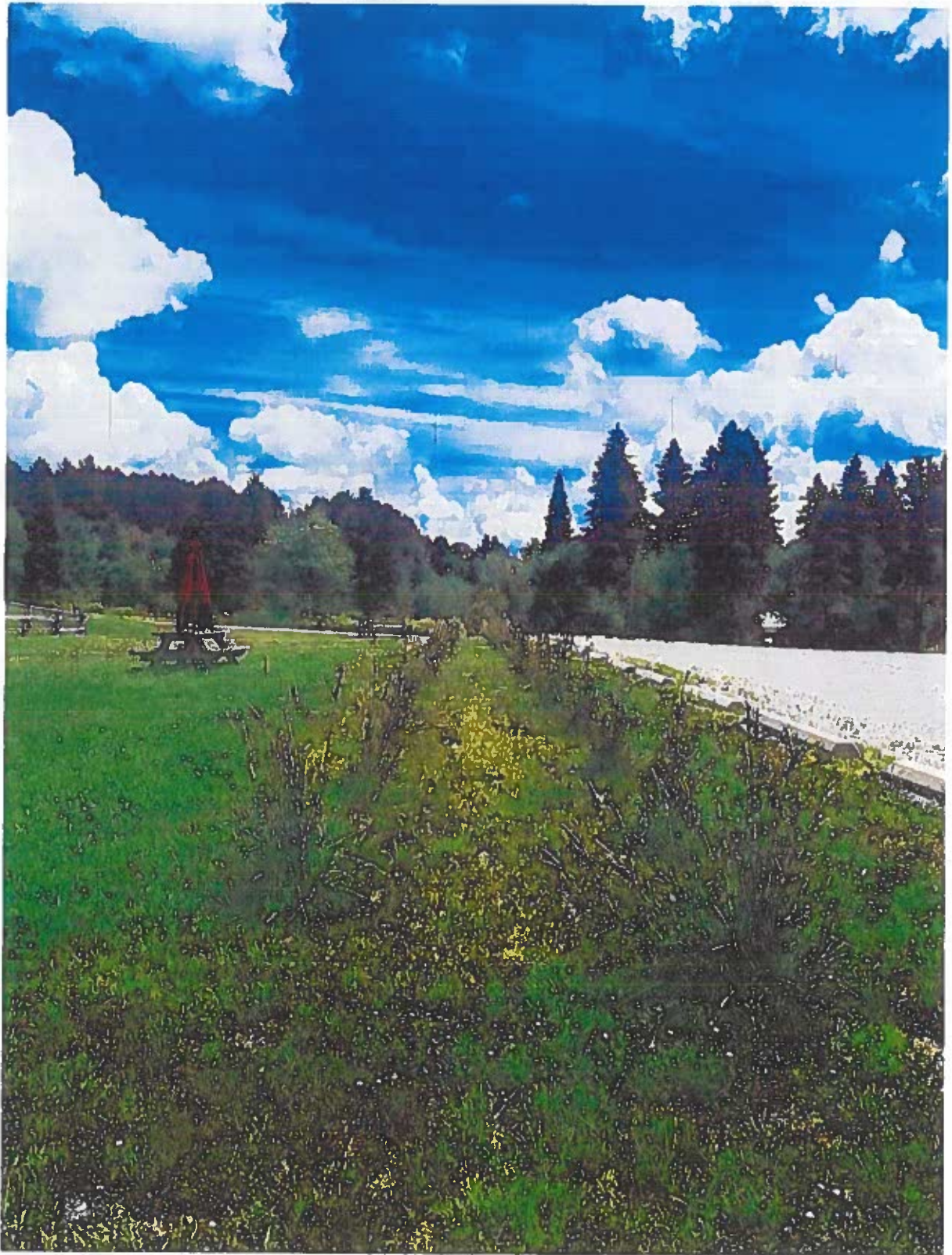
plant an addition 3 sugar maples on the municipal grounds and re evaluate the green giants once the soil sample results are received.

Carried  Defeated  Deferred

*Garfield Robertson*  
Chair,

Declaration of Pecuniary Interest by: \_\_\_\_\_





THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2024 -

BEING A BY-LAW TO ADOPT A COMPLAINTS POLICY

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**WHEREAS** Section 9 of the *Municipal Act, S.O. 2001, Chapter M.25*, as amended, gives a municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** Section 10(2)(1) of the *Municipal Act, S.O. 2001, Chapter M.25*, as amended, a single-tier municipality may pass By-laws respecting to the governance structure of the municipality and its local boards;

**AND WHEREAS** the Corporation of the Municipality of Magnetawan is committed to the thorough, prompt, and courteous receipt, processing, investigation and resolution of formal complaints related to program and service delivery and general concerns within a reasonable amount of time in accordance with appropriate steps and procedures;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. THAT the Magnetawan Complaints Policy (Schedule "A") be adopted as attached.
2. THAT By-law 2016-16 and any other previously relevant by-law(s) be hereby repealed effective the date of passing of this By-law.
3. THAT this By-law shall come into force and effect on the date of its passing.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 14<sup>th</sup> day of August, 2024.

THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

---

Mayor

---

CAO/Clerk



## Schedule "A" By-law 2024- COMPLAINTS POLICY

### **PURPOSE**

This policy is intended to enable the Municipality of Magnetawan to promptly and effectively address program and service delivery concerns raised by members of the public. This policy will assist the Municipality in providing excellent service to the public, and it will contribute to continuous improvement of Municipal operations and service standards.

The Municipality strives to reduce customer dissatisfaction by:

- providing a timely and accurate response to complaints; and
- using complaints as an opportunity to improve program and service delivery issues

### **DEFINITION**

A complaint is an expression of dissatisfaction related to a Municipal program, service, facility, or staff member, where a member of the public believes that the Municipality has not provided a service experience to the customer's satisfaction. ~~at the point of service delivery, and where a response or resolution is expected.~~

The Municipality's definition of a complaint does not include those complaints that are anonymous in nature ~~and/or happened more than six (6) weeks prior to the incident.~~ In order to resolve an issue, the Municipality requires the complainant's contact information. Personal information will be maintained as required under the *Municipal Freedom of Information and Protection of Privacy Act*.

A complaint is distinct from:

- A request for service made on behalf of a citizen for a specific service, or to notify the Municipality that a scheduled service was not provided on time as stated;
- A general inquiry or specific request for information regarding a municipal service;
- A suggestion or idea submitted by a member of the public with the aim of improving services, programs, products, or processes; or
- An expression of approval or compliment for a municipal staff, program, product or process.

This policy is not for complaints regarding:

- Non-municipal services;
- Issues addressed by legislation, or an existing municipal by-law, policy, or procedure;
- A decision of Council or a decision of a Committee ~~and/or Board of~~ Council;
- Internal employee complaints; or
- Matters that are handled by tribunals, courts of law, quasi-judicial boards, etc.

## **FRONTLINE RESOLUTION**

It is the responsibility of the complainant to attempt to resolve concerns by dealing with the Municipality and/or the Municipal employee(s) directly involved with the issue where appropriate.

It is the responsibility of all Municipal employees to attempt to resolve issues or concerns before they become complaints and to identify opportunities to improve Municipal services where deficiencies are noted.

## **PROCESS FOR FILING A COMPLAINT**

### **1. Filing the Complaint**

Where a frontline resolution cannot be achieved, complaints will be submitted to the CAO/Clerk or designate on the prescribed form within 6 weeks of the alleged incident. All information on the form must be completed.

### **2. Receipt and Acknowledgement**

The CAO/Clerk or designate will log the complaint within seven (7) business days and will acknowledge receipt of same to the complainant.

### **3. Investigation**

The CAO/Clerk or designate will conduct an investigation into the nature of the complaint.

If a complaint is made against the CAO/Clerk, it will be put on the next incamera session for Council's review and direction.

The designated investigator will review the issues identified by the complainant, and in so doing they may:

- Review relevant Municipal and provincial legislation;
- Review relevant Municipal policies and procedures and any existing file documents;
- Interview employees or members of the public involved in the issue;
- Identify actions that may be taken to address the complaint or to improve municipal operations; and
- Provide a resolution report to the CAO/Clerk.

### **4. Decision**

Within sixty (60) calendar days of receipt of a complaint, the CAO/Clerk or designated investigator will provide a response in writing to the complainant, which will include:

- Whether or not the complaint was substantiated;
- If the complaint is not substantiated, the reason for the decision; and
- Any actions that the Municipality has or will take as a result of the complaint.

If the CAO/Clerk or designated investigator is unable to provide a full response within sixty (60) days, they will notify the complainant of the delay and provide an estimate of when a response will be provided.

### **5. Record**

The CAO/Clerk will file a copy of the complaint and response. Such record will be maintained in accordance with the Municipal Record Retention By-law. If a Municipal employee was the subject of the complaint, a copy of the record will be retained in their personnel file.



Previous By-law

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW NO. 2016 - 16**

**Being a By-law to adopt a Complaints Policy.**

**WHEREAS** the Municipality of Magnetawan is committed to the thorough, prompt, and courteous receipt, processing, investigation and resolution of formal complaints related to program and service delivery and general concerns within a reasonable amount of time in accordance with appropriate steps and procedures;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. **THAT** the Council of the Municipality of Magnetawan formally adopts the Complaints Policy attached hereto as Schedule 'A' and Schedule 'B' to this By-law.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 13<sup>th</sup> day of April, 2016

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**



Mayor

Council MTG. of Apr 13/16

Agenda Item # 85



Clerk-Administrator

**BY-LAW 2016-16 – SCHEDULE ‘A’**

**COMPLAINTS POLICY**

April 13, 2016

**PURPOSE**

This policy is intended to enable the Municipality of Magnetawan (hereinafter referred to as the “Municipality”) to promptly and effectively address program and service delivery concerns raised by members of the public. This policy will assist the Municipality in providing excellent service to the public, and it will contribute to continuous improvement of Municipal operations and service standards.

The Municipality strives to reduce customer dissatisfaction by:

- providing a timely and accurate response to complaints; and
- using complaints as an opportunity to improve program and service delivery issues

**DEFINITION**

A complaint is an expression of dissatisfaction related to a Municipal program, service, facility, or staff member, where a member of the public believes that the Municipality has not provided a service experience to the customer’s satisfaction at the point of service delivery, and where a response or resolution is expected.

The Municipality’s definition of a complaint **does not include** those complaints that are anonymous in nature. In order to resolve an issue, the Municipality requires the complainant’s contact information. Personal information shall be maintained as required under the Municipal Freedom of Information and Protection of Privacy Act.

A complaint is distinct from:

- A request for service made on behalf of a citizen for a specific service, or to notify the Municipality that a scheduled service was not provided on time;
- A general inquiry or specific request for information regarding a municipal service;
- A suggestion or idea submitted by a member of the public with the aim of improving services, programs, products, or processes; or
- An expression of approval or compliment for a municipal staff, program, product or process.

This policy is not for complaints regarding:

- Non-municipal services
- Issues addressed by legislation, or an existing municipal by-law, policy, or procedure;
- A decision of Council or a decision of a committee of Council;
- Internal employee complaints; or
- Matters that are handled by tribunals, courts of law, quasi-judicial boards, etc.



## **FRONTLINE RESOLUTION**

It is the responsibility of the complainant to attempt to resolve concerns by dealing with the Municipality and/or the Municipal employee(s) directly involved with the issue where appropriate.

It is the responsibility of all Municipal employees to attempt to resolve issues or concerns before they become complaints and to identify opportunities to improve Municipal services where deficiencies are noted.

## **PROCESS FOR FILING A COMPLAINT**

### **1. Filing the Complaint**

Where a frontline resolution cannot be achieved, complaints should be submitted to the Clerk-Administrator or designate on the form attached hereto as *Schedule 'B'*. All information on the form must be completed.

### **2. Receipt and Acknowledgement**

The Clerk-Administrator shall log the complaint and within seven (7) business days of receipt of the complaint, the Clerk-Administrator shall acknowledge to the complainant that the complaint was received.

### **3. Investigation**

The Clerk-Administrator or designate shall conduct an investigation into the nature of the complaint.

If a complaint is made against the Clerk-Administrator, the Municipal Council shall designate the municipal solicitor, or other qualified individual at arms-length from the Municipality to investigate.

The designated investigator shall review the issues identified by the complainant, and in so doing they may:

- Review relevant Municipal and provincial legislation;
- Review relevant Municipal policies and procedures and any existing file documents;
- Interview employees or members of the public involved in the issue;
- Identify actions that may be taken to address the complaint or to improve municipal operations; and
- Provide a resolution report to the Clerk-Administrator.

### **4. Decision**

Within thirty (30) calendar days of receipt of a complaint, the Clerk-Administrator or designated investigator shall provide a response in writing to the complainant, which shall include:

- Whether or not the complaint was substantiated;
- If the complaint is not substantiated, the reason for the decision; and
- Any actions that the Municipality has or will take as a result of the complaint.

If the Clerk-Administrator or designated investigator is unable to provide a full response within 30 days, they shall notify the complainant of the delay and provide an estimate of when a response shall be provided.

### **5. Record**

The Clerk-Administrator shall file a copy of the complaint and response. Such record will be maintained in accordance with the Municipal Record Retention By-law. If a Municipal employee was the subject of the complaint, a copy of the record shall be retained in their personnel file.

### **6. Reporting**

Semi-annually, the Clerk-Administrator shall provide a report to Council outlining the complaints received and the resolutions reached.

## **APPEAL PROCESS**

There is no appeal process at the Municipal level. Following receipt of the resolution from the Clerk-Administrator, the complainant may contact the Ontario Ombudsman.



*Do you have any suggestions as to how this complaint can be resolved or the situation improved?*


\_\_\_\_\_  
**COMPLAINANT SIGNATURE**

\_\_\_\_\_  
**DATE**

**FOR OFFICE USE ONLY**

<b>Complaint #</b>			
<b>Received By:</b>		<b>Date:</b>	
<b>Forwarded To:</b>		<b>Date:</b>	

**Acknowledgement Letter**

Date Sent: \_\_\_\_\_

Staff Sender: \_\_\_\_\_

**Additional Correspondence**

Date Sent: \_\_\_\_\_

Staff Sender: \_\_\_\_\_

**SUMMARY OF ACTION TAKEN**


**Final Decision Letter**

Date Sent: \_\_\_\_\_

Staff Sender: \_\_\_\_\_

**Copies Filed with Clerk-Administrator**

- Initial Complaint**
- Acknowledgement Letter**
- Additional Correspondence**
- Final Decision Letter**

*Thank you for taking the time to express your concern.  
We will provide a response within thirty (30) calendar  
days of receiving your complaint.*

*For questions about the process, please contact:*

**Andrew Farnsworth, Clerk-Administrator, 705-387-3947, [clerk@magnetawan.com](mailto:clerk@magnetawan.com), 4304 Hwy 520, Magnetawan**

Central Almaguin Planning Board  
MINUTES

Wednesday, May 1, 2024

At the Village of South River Municipal Office located at  
63 Marie Street, South River (705-386-2573)

Attending:

<b>Chair</b>	South River Member Jim Coleman	Provincial Member John MacLachlan
<b>Vice Chair</b>	Machar Member Lynda Carleton	Strong Member Jeff McLaren
Magnetawan Member Sam Dunnett		Joly Member Chris Nicholson
Sundridge Member Jim MacLachlan		

Secretary-Treasurer: Christine Hickey

Public: Dave McAllister, Ernest Yeung, Peter Benninger, Uwe Sehmrau, Alesse

1. The chair called the meeting to order at 5:30 p.m.
2. Approval of Agenda

**Resolution #1**

**Moved By: Sam Dunnett**

**Seconded By: Jim MacLachlan**

BE IT RESOLVED THAT this Board does hereby approve the agenda as for Wednesday May 1, 2024 as amended to add CH#597 to Item 5 – Payment of May Accounts. **CARRIED**

3. Declaration of Pecuniary Interests - None
4. Minutes – April 3, 2024 Meeting

Adjournment date to be changed from May 8 to May 1, the actual meeting date.

**Resolution #2**

**Moved By: John MacLachlan**

**Seconded By: Lynda Carleton**

BE IT RESOLVED THAT this Board does hereby adopt the minutes of Wednesday, April 3, 2024; as amended. **CARRIED**

5. Payment of May Accounts:

**Resolution #3**

**Moved By: Jeff McLaren**

**Seconded By: Chris Nicholson**

BE IT RESOLVED THAT this Board does hereby approve payment of the May Accounts:

Ch# 595 - Village of South River – Rent for May 2024 - \$328.59

CH#596 - Christine Hickey – Wages (April 3, 2024 – April 25, 2024 – 21.5 hours)

CH#597 – CGIS Spatial Solutions – Parcel & Assessment Data - \$1,107.40

Online CRA Payments for April (\$107.11)

**CARRIED**

5. Public Meetings/Decisions on the following Files - None

6. New Files

6.1 B006/24 Joly – Concession 12, Lot 10 – Lynch Lake Road (From April 3)

The Board authorize the Secretary-Treasurer to proceed with a Notice of a Public Meeting.

6.2 B007/24 Magnetawan – Concession 9, Lot 26/27 – 3676 B Highway 124

The Board authorize the Secretary-Treasurer to proceed with a Notice of a Public Meeting.

6.3 B008/24 Strong – Concession 10, Lot 28 – 204 Forest Lake Road

The Board authorize the Secretary-Treasurer to proceed with a Notice of a Public Meeting.

6.4 B009/24 Strong – Concession 10, Lot 28 – 204 Forest Lake Road

The Board authorize the Secretary-Treasurer to proceed with a Notice of a Public Meeting.

6.5 B010/24 Magnetawan – Concession 1, Lot 12 – 354 Simmons Lake Road

The Board authorize the Secretary-Treasurer to proceed with a Notice of a Public Meeting.

7. Follow-up/New Items – None

- 8. Correspondence – None
- 9. Closed Session - None
- 10. Adjournment until Wednesday, June 5, 2024 at 5:30 p.m.

**Resolution #4**

**Moved By: Jeff McLaren**

**Seconded By: John MacLachlan**

BE IT RESOLVED THAT the Central Almaguin Planning Board adjourn at 5:49 p.m. until Wednesday June 5, 2024 or at the call of the Chair.

**CARRIED**

---

Jim Coleman, Chair

---

Christine Hickey, Secretary-Treasurer



**Central Almaguin Planning Board  
MINUTES**

**Wednesday, June 5, 2024**

**At the Village of South River Municipal Office located at  
63 Marie Street, South River (705-386-2573)**

Attending:

<b>Chair</b>	South River Member Jim Coleman	Joly Member Chris Nicholson
<b>Vice Chair</b>	Machar Member Lynda Carleton	Strong Member Jeff McLaren
	Magnetawan Member Sam Dunnett	
	Sundridge Member Jim MacLachlan	

Regrets: Provincial Member John MacLachlan

Secretary-Treasurer: Christine Hickey

Public: Alisha Mujaini, Dave McAlister, Ernest Yeung, Savas Vardas, Ted Williams

1. The Chair called the meeting to order at 5:35 p.m.
2. Approval of Agenda

**Resolution #1**

**Moved By: Sam Dunnett**

**Seconded By: Jim MacLachlan**

BE IT RESOLVED THAT this Board does hereby approve the agenda for Wednesday June 5, 2024

**CARRIED**

3. Declaration of Pecuniary Interests - None
4. Minutes – May 1, 2024 Meeting

**Resolution #2**

**Moved By: Lynda Carleton**

**Seconded By: Chris Nicholson**

BE IT RESOLVED THAT this Board does hereby adopt the minutes of Wednesday, May 1, 2024; as written

**CARRIED**

5. Payment of June Accounts:

**Resolution #3**

**Moved By: Jeff McLaren**

**Seconded By: Jim MacLachlan**

BE IT RESOLVED THAT this Board does hereby approve payment of the June Accounts:

Ch# 598 - Village of South River – Rent for June 2024 - \$355.25

CH#599 - Christine Hickey – Wages (May 1, 2024 – May 29, 2024 – 29 hours)

CH#600 – Krista Hildner – Return of Deposit - 1844.05

CH#601 – Municipal Planning Services – Invoice - \$1,107.40

Online CRA Payments for May (\$148.83)

**CARRIED**

5. Public Meetings/Decisions on the following Files

5.1 B006/24 Joly – Concession 12, Lot 10 – Lynch Lake Road

The Chair confirmed if there were any questions or comments from those attending electronically or in person. There were no further comments on the application from those in attendance. The Secretary-Treasurer advised that there were no comments received on this application.

**Resolution #4**

**Moved By: Jeff McLaren**

**Seconded By: Chris Nicholson**

BE IT RESOLVED THAT this Board does hereby approve File B006/24 Joly

That this approval applies to create one (1) new lot which will have:

201.46m (+/-) Frontage on Lynch Lake Road, with a depth of 402.33m (+/-) and an area of 14.16 ha (+/-).

Retained lot will be an area of 20.23 ha (+/-).

The subject lands are located at Concession 12, Lot 10, Township of Joly, District of Parry Sound.

The Board requires that all conditions of draft approval from the Central Almaguin Planning Board and the Township of Joly be met before the deeds can be stamped and final approval given.

**CARRIED**

5.2 B007/24 Magnetawan – Concession 9, Lot 26/27 – 3676 B Highway 124

The agent for this application Mr. Savadas was in attendance to answer any questions. The Chair confirmed if there were any questions or comments from those attending electronically or in person. There were no further comments on the application from those in attendance. The Secretary-Treasurer advised that there were no comments received on this application.

**Resolution #5**

**Moved By: Jeff McLaren**

**Seconded By: Lynda Carleton**

BE IT RESOLVED THAT this Board does hereby approve File B007/24 Magnetawan

That this approval applies to create one (1) new lot which will have:

145m (+/-) Frontage on Miller Road, with a depth of 70m (+/-) and an area of 1 ha (+/-).

Retained lot will be an area of 48.7 ha (+/-).

Concession 9, Lot 26 & Lot 27, with a municipal address of 3676 B Highway 124, Municipality of Magnetawan, District of Parry Sound.

The Board requires that all conditions of draft approval from the Central Almaguin Planning Board and the Municipality of Magnetawan be met before the deeds can be stamped and final approval given.

**CARRIED**

5.3 B008/24 Strong – Concession 10, Lot 28 – 204 Forest Lake Road

Ernst Yeung, agent for this application provided a summary of the application. The intent is to Alter the existing uses on the property and create two new lots, a Contractor Yard and Well Drilling, no changes proposed for the land use.

Discussion on the condition from the Township of Strong to repair the current sound barrier to existing or better condition. Confirmation was provided that the owners shall ensure that the sound barrier is maintained at its current state or improve the current condition, the barrier is intended for sound and appearance.

The Chair confirmed if there were any questions or comments from those attending electronically or in person. There were no further comments on the application from those in attendance. The Secretary-Treasurer advised that there were no comments received on this application.

**Resolution #6**

**Moved By: Jeff McLaren**

**Seconded By: Sam Dunnett**

BE IT RESOLVED THAT this Board does hereby approve File B008/24 Strong

That this approval applies to create one (1) new lot which will have:

Lot 1: 33m (+/-) Frontage on Forest Lake Road, with a depth of 60m (+/-) and an area of 0.26ha (+/-).

Retained lot will be an area of 0.98 ha (+/-).

Concession 10, Lot 28, with a municipal address of 204 Forest Lake Road, Township of Strong, District of Parry Sound.

The Board requires that all conditions of draft approval from the Central Almaguin Planning Board and the Township of Strong be met before the deeds can be stamped and final approval given. **CARRIED**

5.4 B009/24 Strong – Concession 10, Lot 28 – 204 Forest Lake Road

The Chair confirmed if there were any questions or comments from those attending electronically or in person. There were no further comments on the application from those in attendance. The Secretary-Treasurer advised that there were no comments received on this application.

**Resolution #7**

**Moved By: Chris Nicholson**

**Seconded By: Jim MacLachlan**

BE IT RESOLVED THAT this Board does hereby approve File B009/24 Strong

That this approval applies to create one (1) new lot which will have:

Lot 1: 105m (+/-) Frontage on Forest Lake Road, with a depth of 143m (+/-) and an area of 0.75ha (+/-).

Retained lot will be an area of 0.98 ha (+/-).

Concession 10, Lot 28, with a municipal address of 204 Forest Lake Road, Township of Strong, District of Parry Sound.

The Board requires that all conditions of draft approval from the Central Almaguin Planning Board and the Township of Strong be met before the deeds can be stamped and final approval given. **CARRIED**

5.5 B010/24 Magnetawan – Concession 1, Lot 12 – 354 Simmons Lake Road

The Chair confirmed if there were any questions or comments from those attending electronically or in person. There were no further comments on the application from those in attendance. The Secretary-Treasurer advised that there were no comments received on this application.

**Resolution #8**

**Moved By: Sam Dunnett**

**Seconded By: Lynda Carleton**

BE IT RESOLVED THAT this Board does hereby approve File B010/24 Magnetawan

That this approval applies to create one (1) new lot which will have:

109.70m (+/-) Shoreline Frontage on Simmons Lake Road, with a depth of 234.70m (+/-) and an area of 2.43ha (+/-).

Retained lot will be an area of 2.83 ha (+/-).

Concession 1, Lot 12, with a municipal address of 354 Simmons Lake Road, Municipality of Magnetawan, District of Parry Sound.

The Board requires that all conditions of draft approval from the Central Almaguin Planning Board and the Municipality of Magnetawan be met before the deeds can be stamped and final approval given. **CARRIED**

6. New Files

B011/24 Magnetawan – Concession B, Lot 69 – Nelson Road

The Board authorize the Secretary-Treasurer to proceed with a Notice of a Public Meeting.

B012/24 Strong – Concession 2, Lot 11 (North Part) – 297 South Bernard Lake Road

The Board authorize the Secretary-Treasurer to proceed with a Notice of a Public Meeting.

B013/24 Magnetawan – Plan 253, Lots 1 – 8 – 754 Nipissing Road S

The Board authorize the Secretary-Treasurer to proceed with a Notice of a Public Meeting.

B014/24 Lount – Concession 2, Lot 4 – 3073 Boundary Road

Request to move to July Meeting

B015/24 Lount – Concession 3, Part Lot 14 – 4092 Boundary Road

The Board authorize the Secretary-Treasurer to proceed with a Notice of a Public Meeting.

7. Follow-up/New Items

7.1 Plan of Subdivision – Concession 2 – Lots 1-3 – South River – Direction on next steps

Discussion on the Plan of Subdivision ensued, based on the request and the Board required that the application have a planner review and a report, once this is received the board will further discuss.

**Resolution #9**

**Moved By: Sam Dunnett**

**Seconded By: Jim MacLachlan**

BE IT RESOLVED THAT this Board does hereby request that the applicant Mr. Loney have a planner review and provide a planning report as part of the application and bring back to the board for further discussion. **CARRIED**

8. Correspondence – None

9. Closed Session - None

10. Adjournment – Wednesday, July 3, 2024 at 5:30 p.m.

**Resolution #10**

**Moved By: Jeff McLaren**

**Seconded By: Lynda Carleton**

BE IT RESOLVED THAT the Central Almaguin Planning Board adjourn at 6:35 p.m. until Wednesday July 3, 2024 or at the call of the Chair. **CARRIED**

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Jim Coleman, Chair

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Christine Hickey, Secretary-Treasurer





## **Magnetawan Community Centre Board (MCCB)**

### **Meeting Minutes**

**Tuesday July 23, 2024**

**9:00 am**

**Magnetawan Community Centre  
4304 Highway 520, Magnetawan**

#### **Committee members in attendance:**

Chair Garfield Robertson  
Vice Chair Mark Langford  
Councillor Brad Kneller  
Maria Dunnett  
Garry Johnston  
Harvey Sohm  
Martina Winstone

#### **Staff members in attendance:**

Deputy Clerk Laura Brandt (Secretary)

#### **OPENING BUSINESS**

##### **1.1 Call to order**

The meeting was called to order at 9:00 am

##### **1.2 Adoption of the Agenda**

*RESOLUTION 2024-09 Dunnett-Kneller*

*BE IT RESOLVED THAT the Magnetawan Community Centre Board adopts the agenda for this regular meeting of Tuesday July 23, 2024.*

*Carried.*

##### **1.3 Disclosure of Pecuniary Interest**

Chair Robertson stated that should anyone have a disclosure of pecuniary interest that they could declare the nature thereof now or at any time during the meeting.

##### **1.3 Adoption of Previous Minutes**

*RESOLUTION 2024-10 Winstone-Langford*

*BE IT RESOLVED THAT the Magnetawan Community Centre Board adopts the minutes from the committee meeting of Wednesday April 17, 2024, as copied and circulated.*

*Carried.*

## **ITEMS BROUGHT FORWARD**

### **2.1 Verbal Update Magnetawan Community Centre Projects**

The Secretary advised the Committee that the drain has been lowered in the Parking lot to be level with the rest of the parking lot by the Roads Department in May. Staff also advised the Committee that the air intake does not need the extensive work that was previously thought and that a formalized procedure and recommendations will be implemented as per the Engineering Report that is included in the Committee agenda package. Further Staff advised that the cigarette butts and kitchen bathroom have been cleaned as well as the steel pots, long wooden spoons and spatulas were ordered and have arrived and have been put in the kitchen ready for use. The Committee discussed the new extension of curtains that were installed in front of the kitchen that the Almaguin Players used as a backdrop for their Murder Mystery Event. The Committee advised the Secretary that the curtains should be shortened in length so that they do not get soiled by touching the floor. The Secretary advised that new stage curtains will be ordered to replace the current original curtains as they have been repaired and are stained. The Secretary was asked by the Committee to include in the next agenda all information that was provided to Council regarding the Municipal Office renovations. The Committee also discussed the outstanding projects that need to be completed, which are the painting of the kitchen as well as making wooden dividers to fit in the kitchen drawers. The Committee also advised the Secretary that the black railing in front of the Municipal Office/Library needs to be repainted.

### **2.2 Verbal Update Lion's Pavilion Projects**

Staff advised the Committee that Staff have repaired the cracks on the rinks surface at the Pavilion and the remaining cracks outside of the Pavilion near the pillars will be repaired in the upcoming months. Staff also advised the Committee that included in the agenda package is information regarding the outcome of the Magnetawan Farmers Market rental reduction request to Council. The Committee was advised that new plastic chairs have been purchased from the Golf Course to replace the wooden chairs that are currently in use. Staff advised the Committee that any chairs found to be in disrepair will be disposed of. The Committee discussed the outstanding projects to be completed, which are the replacement of the Furnace which Staff are currently waiting on quotes as well as the repair on the stairs leading to the Pavilion which will involve the removal of the railing and crane to fix the stone/rock step and then the remounting of the railing.

### **2.3 Verbal Update Trees at Community Centre/Municipal Office**

*RESOLUTION 2024-11 Sohm-Langford*

*WHEREAS the Magnetawan Community Centre Board passed motion 2021-10 recommending to Council to replace the Pine Trees along the Magnetawan Community Centre and overflow parking lot with Green Giants;*

*AND WHEREAS Council passed motion 2021-251 approving the recommendation;*

*AND WHEREAS the trees were replaced but did not fair the winter well due to the inclement weather and wildlife;*

*NOW THEREFORE BE IT RESOLVED THAT the Magnetawan Community Centre Board respectfully recommends to Council to plant an additional 3 sugar maples on the municipal grounds and re-evaluate the Green Giants once the soil sample results are received.*

*Carried.*

The Committee discussed the need for trees on the Municipal grounds as a wind barrier and a means of controlling admission into the Magnetawan Agricultural Fall Fair as they need to accurately determine how many attendees there are for their \$3,000 annual grant submission/reporting. The Committee also discussed the need for soil samples to determine if the soil is suitable for planting/replacing the green giants that are currently planted. The Committee further discussed the placement of the 3 sugar maples, and it was decided that if Council approves the recommendation from the Committee that two be placed beside the row of trees that include the tree utilized for the Christmas tree lighting as well as the remaining tree to be placed along the chain fence in front of the library picnic tables. The Committee also discussed that there may be a need for fencing to be installed around the sugar maples to protect them from the wildlife. The Committee further discussed the possibility of other Community Groups like the Magnetawan Agricultural Society and the Magnetawan Lions' Club donating sugar maples this year or in subsequent years to make a row of sugar maples across the back of the property by the Agricultural Barn.

**3.1 Confirm the Proceedings of Committee and Adjourn**

*RESOLUTION 2024-12 Winstone-Kneller*

*BE IT RESOLVED THAT the Magnetawan Community Centre Board adjourns this meeting at 9:32 am to meet again on October 02, 2024, at 9:00 am at the call of the Chair.*

*Carried.*

Approved by:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary



**Municipality of  
Magnetawan**

**Magnetawan Cemetery Board (MCB)**  
**Meeting Minutes**  
**July 31<sup>st</sup>, 2024**

The meeting of the MCB was held on Wednesday, July 31<sup>st</sup>, 2024, 4:30pm at the Magnetawan Community Centre with the following present:

Garfield Robertson (Chair)  
Doris Langford (Vice Chair)  
Jack Crossman  
Bill Bishop  
MaryJane Campbell  
Brad Lewis  
Keith Miller  
Wayne Smith  
Erica Kellogg (Secretary)

**OPENING BUSINESS**

**1.1 Call to Order** Meeting was called to order by the Chair at 4:30 pm.

**1.2 Adoption of the Agenda**

*RESOLUTION 2024-06 Campbell - Bishop*

**BE IT RESOLVED THAT** the Magnetawan Cemetery Board adopts the agenda as presented.  
*Carried.*

**1.4 Adoption of Previous Minutes**

*RESOLUTION 2024-07 Smith - Campbell*

**BE IT RESOLVED THAT** the Magnetawan Cemetery Board approves and accepts the Cemetery Board Minutes from June 5<sup>th</sup>, 2024, as presented.  
*Carried.*

**DISCUSSION ITEMS**

**2.1 Chapman Cemetery – Memorial Sanctuary and Columbarium – verbal update**

The Secretary informed the Committee the Columbarium has been installed and beautification of the area is anticipated to begin end of August to mid September. The Board was also informed of the third-party contractor who will be doing opening and closing of the niches.

**2.2 Legion Veteran Crosses Update**

The Secretary provided the Committee informed the Committee the Legion has acquired a person to make the Veteran crosses however the poppies are the delay. The hope is to have Veterans crosses replaced fall of this year.

### 2.3 Cemetery Historical Information Signs

*RESOLUTION 2024-08 Miller - Crossman*

**WHEREAS** the Magnetawan Cemetery Board Secretary provided members with recommendations for future projects in 2024;

**AND WHEREAS** the Cemetery Board received and approved recommendations which included historical sign boards showcasing historical photos and information specific to the cemeteries;

**AND WHEREAS** during the regular meeting of the Board on June 5<sup>th</sup>, 2024, Members deferred a decision on the historical sign boards until Members had an opportunity to visit specific cemeteries:

**NOW THEREFORE BE IT RESOLVED THAT** the Magnetawan Cemetery Board approves the following Cemeteries in the order identified to be considered for the historical sign board project based on information available to the Municipality.

Ahmic Harbour Cemetery

Chapman Cemetery

Dufferin Methodist Cemetery

Orange Valley Cemetery

Port Carmen Old Lutheran Cemetery

Rock Hill Cemetery

Seguin Cemetery

Spence Cemetery

St. John's Anglican Cemetery Dufferin Bridge (Vigrass Cemetery)

*Deferred.*

### 2.4 Spence Cemetery Fence Report

**WHEREAS** the Magnetawan Cemetery Board receives the Report from Secretary Erica Kellogg – Spence Fence as presented;

**NOW THEREFORE BE IT RESOLVED** the cemetery Board chooses to recommend to Council the replacement of approximately 430 feet of fencing on Midlothian Road in 2025 to mirror the Chapman Cemetery fence.

*Carried*

## **ADJOURNMENT**

### 5.1 Adjournment

*RESOLUTION 2024-05 Crossman - Smith*

**BE IT RESOLVED THAT** the Magnetawan Cemetery Board adjourns this meeting at 5:37 pm to meet again on August 21<sup>st</sup>, 2024.

*Carried.*

Approved by:

Chair, Garfield Robertson

Secretary, Erica Kellogg



**Laura Brandt**

---

**From:** Samantha Docherty  
**Sent:** August 2, 2024 2:59 PM  
**Subject:** Thank you - AFC overview meeting

Hi everyone,

Thank you so much for attending yesterday’s Age Friendly Committee overview meeting. I appreciate all your great feedback and excitement to support the next steps of the AFC committee. As a summary of the next steps that I will take and get to you as soon as possible are as follows:

Sam to:

- Finalize poster with survey link
- Create social media post and caption with survey link
- Create summary page of initiative and survey for partners to share
- Connect with municipalities to determine where paper copies can be left, and if there is a different contact for collection (determine # of printed surveys to send)
- Connect with municipalities regarding community meals, and see if there is a different contact for collection (determine # of printed surveys to send)
- Create short summary for municipalities to put on their websites with survey link

If I missed anything, or you thought of any additional supports that would be helpful, please let me know!

If you are interested in joining the committee at large and/or receiving update emails related to the general work of the group please let me know and I will add you to our distribution list.

Thanks again, have a lovely long weekend!  
Sam

**Samantha Docherty, MPH** | Community Health Promoter | Healthy Living Team | Pronouns: she/her  
North Bay Parry Sound District Health Unit  
90 Bowes Street, Suite 201 | Parry Sound, Ontario P2A 2L7  
705.746.5801 ext 3222 | 1.800.563.2808

| [myhealthunit.ca](http://myhealthunit.ca)



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# Age-Friendly Communities

An Age-Friendly Community (AFC) is a community where policies, services, and physical spaces are designed to enable people of all ages to live in secure and accessible physical and social environments.

## Eight Age-Friendly Community Domains



### Outdoor Spaces and Public Buildings

Neighbourhoods that are safe and accessible enable outdoor activities and community engagement.



### Transportation

Access to reliable, affordable public transit and infrastructure supports personal mobility and active aging.



### Housing

Appropriate, affordable housing options are available with a choice of styles and locations and that incorporate adaptive features.



### Communication and Information

Information about community events and services are readily accessible and in formats that are appropriate for older adults.



### Community Support and Health Services

Availability of a range of services to help promote, protect, and maintain independence and mental and physical health.



### Civic Participation and Employment

AFCs encourage older people to participate more in their city's social, civic and economic life.



### Respect and Social Inclusion

AFCs encourage community attitudes of respect and recognition to the role older adults play in our society.



### Social Participation

Participation in leisure, social, cultural and spiritual activities helps older adults stay engaged and informed.



# Benefits of Age-Friendly Communities



## Economic Benefits

Age-Friendly Communities:

- Generate tourism revenue and economic growth
- Strengthen the work force
- Retain and/or attract older adults to the community:
  - Many older adults have economic influence as consumers
  - Older adults are more likely to make donations
  - Many older adults provide support to their families by caregiving for younger generations



## Health Benefits

Age-Friendly Communities:

- Promote healthy behaviours
- Contribute to inclusion
- Reduce falls, dementia and depression



## Opportunities Related to Physical Infrastructure

Age-Friendly Communities:

- Connect neighbourhoods
- Create accessible communities for all



## Social Capital Benefits

Age-Friendly Communities:

- Reduce barriers for older adults to volunteer
- Strengthen community connections
- Create vibrant, intergenerational communities



## Opportunities Related to Housing

Age-Friendly Communities:

- Promote cost savings and delayed health expenditures by offering a continuum of housing options to allow for aging-in-place

**Interested in making your community more age-friendly?**

**The Ontario Age-Friendly Communities Outreach can provide support and advice related to age-friendly planning and implementation.**

**Contact the Knowledge Broker, Emily Mullins at [mullinse@providencecare.ca](mailto:mullinse@providencecare.ca)**

**Find out more here** 

**[www.agefriendlyontario.ca](http://www.agefriendlyontario.ca)**



**Ontario Age-Friendly Communities Outreach Program**

# Ontario Age-Friendly Communities Outreach Program

The Ontario Age-Friendly Communities Outreach program is funded by the Ministry for Seniors and Accessibility to support age-friendly community development in Ontario. The program supports approximately 70 communities across Ontario that are currently involved in age-friendly planning and implementation.

## Supports available:



### Website

[www.agefriendlyontario.ca](http://www.agefriendlyontario.ca) features interactive maps, age-friendly resources, the provincial planning guide, webinar recordings and more!



### Newsletter

A monthly e-newsletter highlights age-friendly events, resources, research, news stories, and funding announcements.



### Webinars

The Ontario AFC Outreach Program provides an ongoing webinar series about AFC planning, implementation, evaluation, promising practices and emerging trends.



### Knowledge Broker

The Knowledge Broker can provide advice, link to resources, connect you to leaders exploring similar issues, or answer any questions about age-friendly community development. Contact Emily Mullins at [mullinse@providencecare.ca](mailto:mullinse@providencecare.ca).

Find out more here 

[www.agefriendlyontario.ca](http://www.agefriendlyontario.ca)





# Parry Sound Age Friendly Communities Committee

Community needs  
assessment





# Agenda

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- Overview: Ontario's Age Friendly Community Initiative
- What is the Parry Sound Age Friendly Committee
- Community needs assessment
- Discussion: support from our partners



# Ontario's Age Friendly Initiative

- According to the World Health Organization, age-friendly communities are free from physical and social barriers, and are supported by policies, systems, services, products, and technologies that:
  - promote health, and build and maintain physical and mental capacity across the life-course; and
  - enable people, even when experiencing capacity loss, to continue to do the things they value

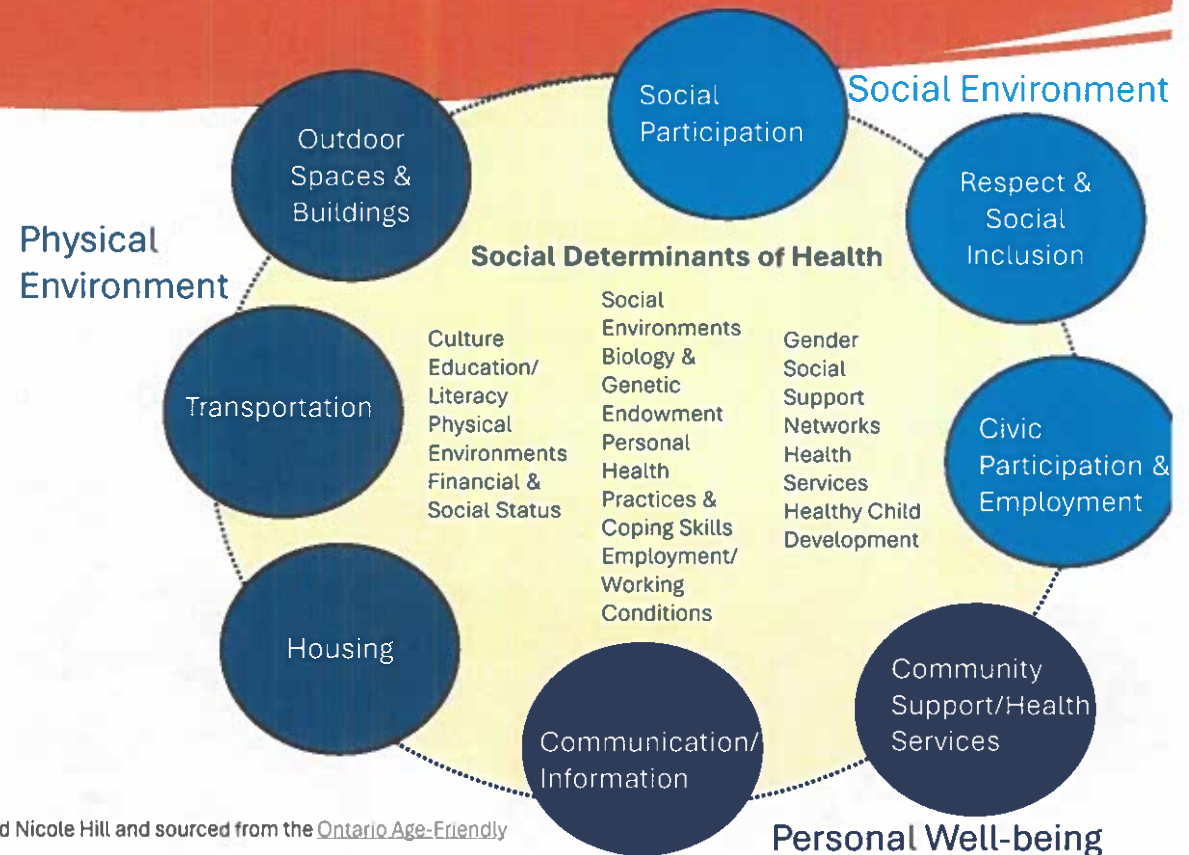


Image adapted from Micayla Maiorino and Nicole Hill and sourced from the [Ontario Age-Friendly Communities Outreach Program](#)



# Ontario's Age Friendly Initiative

- The objectives of Age-Friendly Community Program are:
  - To create an inclusive community that supports older adults to live independently and with dignity.
  - To improve access to community resources and services.
  - To foster intergenerational connections and promote positive attitudes towards aging.
  - To identify and address barriers to accessibility and social inclusion.
  - To promote healthy aging in place and well-being through physical activity, nutrition, and social engagement.
- **EXAMPLES:** increased access to public transportation, affordable housing options, promote walkability and accessibility, increasing local access to healthcare, social, financial and home maintenance services

# Ontario's Age Friendly Initiative

## Benefits of Age-Friendly Communities:



### Economic Benefits

#### Age-Friendly Communities:

- Generate tourism revenue and economic growth
- Strengthen the work force
- Retain and/or attract older adults to the community:
  - Many older adults have economic influence as consumers
  - Older adults are more likely to make donations
  - Many older adults provide support to their families by caregiving for younger generations



### Health Benefits

#### Age-Friendly Communities:

- Promote healthy behaviours
- Contribute to inclusion
- Reduce falls, dementia and depression



### Opportunities Related to Housing

#### Age-Friendly Communities:

- Promote cost savings and delayed health expenditures by offering a continuum of housing options to allow for aging-in-place



### Opportunities Related to Physical Infrastructure

#### Age-Friendly Communities:

- Connect neighbourhoods
- Create accessible communities for all



### Social Capital Benefits

#### Age-Friendly Communities:

- Reduce barriers for older adults to volunteer
- Strengthen community connections
- Create vibrant, intergenerational communities

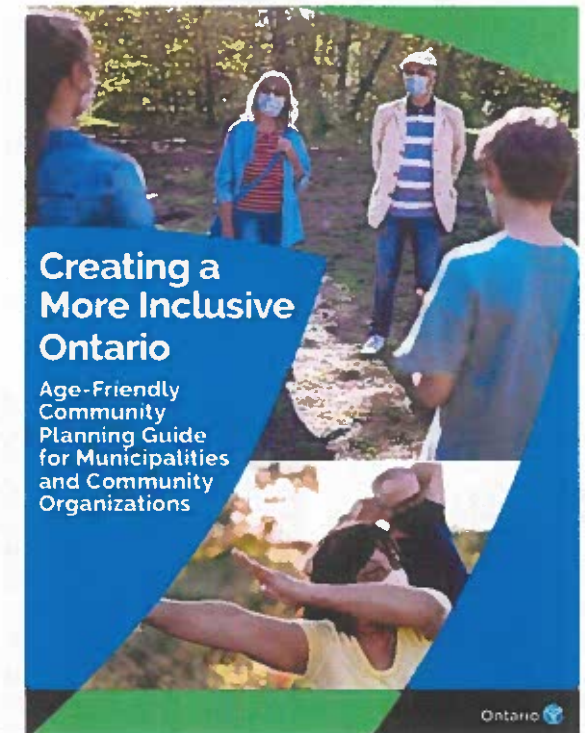
Sourced from [Ontario's Age Friendly Communities Outreach Program Infographic](#)

# Parry Sound Age Friendly Committee

- **How it started:** Committee started in 2023. as a first priority, engaged 211 to begin to enhance telephone and web-based services for Parry Sound
- **How it's going:** proposed community needs assessment to identify priorities for older adults and barriers to accessibility and social inclusion to enable independent living in their community
- **What's next:** develop, then implement an action plan to address gaps identified in survey

# Community Needs Assessment

- Step 1: Define Local Principles
- Step 2: Assess Need
- Step 3: Develop Action Plan
- Step 4: Implement and Evaluate
- Maintain Momentum and Sustain Success



[Creating a More Inclusive Ontario: Age-friendly Community Planning Guide](#)

# Community Needs Assessment

- Ethics approval through Health Unit
- Proposed inclusions:
  - Demographic information
  - Outdoor spaces and buildings
  - Transportation services
  - Aging in place
  - Long-term care
  - Community involvement
  - Communication
  - Caregiver support
- Online and paper copies
- August-September 2024 data collection



# Parry Sound Age Friendly Committee

The current Committee is made up of:

- The Friends
- Community Support Services
- Seniors Groups, Road Associations
- Victim Crisis Assistance and Referral Services (VCARS)
- District Social Services Administration Board ( DSAB)
- West Parry Sound Health Centre and Nursing Stations
- First responders: EMS, firefighters
- Canadian Mental Health Association (CMHA)
- North Bay Parry Sound District Health Unit
- Home Care
- Community paramedic program
- NPLC Community Advisory Groups (six)
- Canadore College





# Discussion

We can't do this in isolation!

- Your thoughts on the Age-friendly concept and direction
- What are your suggestions for collecting data within your community
  - Reaching isolated older adults
- How do we engage older adults who we can't reach electronically



# Questions

Thank you!

Sam Docherty

[Samantha.Docherty@healthunit.ca](mailto:Samantha.Docherty@healthunit.ca)

**Laura Brandt**

---

**Subject:** FW: MAHC Hospital Redevelopment Contribution

**From:** Mayor Rod Ward <[rward@armourtownship.ca](mailto:rward@armourtownship.ca)>  
**Sent:** Tuesday, July 23, 2024 12:29 PM  
**To:** Kerstin Vroom <[Clerk@magnetawan.com](mailto:Clerk@magnetawan.com)>; [sdunnett2@gmail.com](mailto:sdunnett2@gmail.com)  
**Cc:** [ahhc@burksfalls.ca](mailto:ahhc@burksfalls.ca); [bradkneller@live.com](mailto:bradkneller@live.com)  
**Subject:** MAHC Hospital Redevelopment Contribution

Good day, Mayor Dunnett and Kerstin...

Given the long-term nature of the 'local share' contributions for the Muskoka Algonquin Healthcare (MAHC) redevelopment, we have been keeping tabs on contributions across the Almaguin Highlands. I just wanted to formally thank you, on behalf of the Almaguin Highlands Health Council and, indeed, citizens across Almaguin, for your second contribution of \$100,000 for the budget year 2024. It is greatly appreciated! We are doing very well on our road to reaching a total of \$9.5-m over 12 years, with additional contributions to be kept "local" for other healthcare services here. We feel that the MAHC redevelopment plan is going to fit very nicely into the addition of healthcare services here and our goal of "Health for All" in Almaguin.

Please pass along our thanks to your council for this continued support! I am also happy to provide further updates to your council at any time.

Rod

*Rod Ward*

Mayor – Township of Armour / Chair – Almaguin Highlands Health Council  
PO Box 533, 56 Ontario Street  
Burk's Falls, Ontario P0A 1C0  
Office: 705-382-3332...  
Direct: 705-380-7654 (cell) or 705-380-7177 (home)  
Email: [rward@armourtownship.ca](mailto:rward@armourtownship.ca)  
Website: [www.armourtownship.ca](http://www.armourtownship.ca)



# Memo

**To:** Almaguin Highlands Health Council  
Almaguin Highlands Family Health Team  
Ontario Health atHome Care Coordinators  
Muskoka and Area Ontario Health Team  
North Muskoka NP-Led Clinic  
East Parry Sound/Almaguin Highlands Municipalities  
Powassan Area Family Health Team  
Referring Providers  
South River Medical Centre  
Sundridge & District Medical Clinic  
West Parry Sound Health Centre

**From:** Dan Moloney, Director of Information Technology & Emergency Preparedness

**CC:** Village of Burk's Falls  
MAHC Board of Directors

**Date:** July 22, 2024

**Re:** **New Phone Number for MAHC Services in Burk's Falls**

As part of our commitment to outpatient care services at the Almaguin Highlands Health Centre at 150 Huston Street in Burk's Falls, we have upgraded the phone system with a new phone number effective Monday, July 22, 2024.

Starting today, the new phone number is 705-704-9999 and is now the only way to reach the three MAHC-operated services in Burk's Falls:

- Specimen Collection: ext. 4001
- X-ray Clinic: ext. 4002
- Physiotherapy: ext. 4003

Please update any listings you maintain to the new contact information.

As part of this change, please note MAHC's X-ray requisition has been updated. The new requisition is accessible anytime at <https://www.mahc.ca/en/services/Diagnostics.aspx>. Please do not use the previous version from 2020 and destroy and replace any printed copies or stored files.

Please share this information with patients and clients, and other stakeholders you work with.

Working together to provide outstanding integrated health care to our communities,  
delivering best patient outcomes with exemplary standards and compassion



# **NEW PHONE NUMBER**

**705-704-9999**

**Please call us at 705-704-9999 for:**

- ◆ **X-ray Clinic**
- ◆ **Specimen Collection**
- ◆ **Physiotherapy**



**MUSKOKA ALGONQUIN  
HEALTHCARE**





# Northern Ontario Art Association

68th Annual Juried Art Exhibition  
And 75th Anniversary Celebration

**ART SHOW!  
FREE  
ADMISSION!**

**Friday** September 6, 2024

7:00pm-9:00pm Official Opening Awards Ceremony, Exhibition  
Opening & 75th Anniversary Celebration

**Saturday** September 7, 2024

9:00am-3:00pm NOAA 68th Annual Juried Art Exhibition

Magnetawan Community Centre  
4304 Hwy 520, Magnetawan ON

Hosted by the



A member club  
of the

Northern Ontario  
Art Association  
Association des artistes  
du Nord de l'Ontario





*\$200,000 for new accessible + inclusive playground equipment at Craft*

*Recreational Park*

**Laura Brandt**

---

**From:** donotreply@otf.ca  
**Sent:** July 31, 2024 11:28 AM  
**To:** Laura Brandt  
**Subject:** News about your OTF grant application

Thank you for submitting an application CP133938 to the Ontario Trillium Foundation (OTF) for the Capital grant stream.

Your grant application has been carefully reviewed, and we regret to inform you that your request for funding has been declined. OTF would like to support all the worthwhile requests submitted, however, far more proposals are received than can be funded.

- Contact the OTF Support Centre at 1 800 263-2887 or [otf@otf.ca](mailto:otf@otf.ca)
- Speak with a Program Manager by [booking a coaching call](#)

For information about upcoming deadlines, application resources and supports visit the [OTF website](#).

We appreciate the time and effort that went into the application and wish you the very best with the important work you do in your community.

**NOTICE OF TEMPORARY ROAD CLOSING  
CHAPMAN DRIVE, MAGNETAWAN**



**SATURDAY, AUGUST 3d, 2024 FROM 3:30 P.M. TO 4:00 P.M.**

Notice is hereby given that the Municipality of Magnetawan, in accordance with Bylaw 2000-29, has authorized the temporary closing of Chapman Drive (both east and west) from Chapman Drive West at its intersection with Highway 520 easterly to 460 Chapman Drive on Saturday, August 3d, 2024 from 3:30 p.m. to 4:00 p.m.

Chapman Drive is being closed during that period for the running portion of the Triathlon event in the Cecebe Waterways Association's annual regatta.

This notice is given to you at the direction of the Municipality of Magnetawan.

July 23, 2024

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*For more information about the Cecebe Waterways Association, please visit the website at [cecebewaterways.ca](http://cecebewaterways.ca)*



**Municipality of  
Magnetawan**

P.O. Box 70, 4304 Hwy 520  
Magnetawan, ON  
P0A 1P0

Lead Contact: Scott Edwards  
Public Works Superintendent  
P.O. Box 70, 4304 Hwy 520  
Magnetawan, ON  
P0A 1P0

Email: [publicworks@magnetawan.com](mailto:publicworks@magnetawan.com)

**Request for Proposal**

***Project Name: 2024-05 Consultant – Roads Needs Study 2024***

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**Date of issue: Friday August 2, 2024**

**Proposal Submission Deadline: Tuesday September 10, 2024 by 3:00 p.m.**

## **Section 1 Introduction and General Instructions**

### **1.01 Introduction**

The Municipality of Magnetawan is inviting Proposals for Consultant - Roads Need Study 2024

This Request for Proposal document (and any other applicable attachments or addenda) is available in PDF format through the Municipality of Magnetawan's website at [www.magnetawan.com](http://www.magnetawan.com)

Any information contained in the Request for Proposal that is changed by the Bidder (except for filling in the blanks) will be grounds for disqualification.

Magnetawan's Procurement By-law is available for review at the Municipal Office or on the website.

### **1.02 Submission of Proposals**

Proposals shall be submitted in the form and format specified in Section 3 and shall include the completed Form of Proposal included as Section 5 at the end of this document. A designated signing officer authorized to bind the Bidder to the provisions of their Proposal must sign the Form of Proposal. Any addenda issued by the Municipality of Magnetawan in accordance with Subsection 1.06 must be acknowledged by the Bidder on the Form of Proposal.

All hard copy proposals must be signed, sealed, the envelope marked with the Bidder's name and the Project Name, and received by: The Municipality of Magnetawan, P.O. Box 70, 4304 Hwy 520, Magnetawan, ON P0A 1P0

Electronic submissions will be accepted in response to this RFP. Electronic submissions are to be submitted to the email address included in Subsection 1.03. Please submit your proposal in one PSF document. If you are submitting more than one proposal, please only send one submission per email. Electronic submissions will not be reviewed until the proposal opening date.

Faxed submissions will not be accepted.

**Project Name:** Proposal 2024-05 Consultant - Road Needs Study 2024

**Proposals must be received no later than Tuesday September 10, 2024, at 3:00pm**

Proposals must not be restricted by a statement added to the Form of Proposal or by a covering letter, or by alterations to the Form of Proposal supplied unless otherwise provided in the RFP.

The onus unequivocally remains with the Bidder to ensure that the Municipality of Magnetawan receives Proposals delivered by the Proposal Submission Deadline, in accordance with the submission process described in this section. Proposals received after the Proposal Submission Deadline will not be considered.

**1.03 Contacts**

All questions or inquiries must be made in writing or email to the Lead Contact named below by the specified date and time:

*Scott Edwards  
Public Works Superintendent  
PO Box 70, 4304 Hwy 520  
Magnetawan, ON  
P0A 1P0  
publicworks@magnetawan.com*

**IMPORTANT:** A Bidder may be disqualified if they make inquiries, between the Proposal issue date and the notification of the Award, in a manner other than that described in this RFP or to anyone involved in the process who is not the Lead Contact, including but not limited to the members of Council. This is to ensure that each Bidder receives the same information, and that no Bidder receives unfair treatment during the RFP process.

**1.04 Schedule**

The schedule set out herein represents the Municipality of Magnetawan's best estimate of the schedule that will be followed, and it is intended to be a guideline.

The approximate schedule is as follows:

RFP Issue Date	<b>Friday August 2, 2024</b>
Final date of posting addenda	<b>Thursday August 29, 2024 by 4:30 pm</b>
Proposal Submission Deadline	<b>September 10, 2024 by 3:00 pm</b>
Proposal Opening	<b>September 10, 2024 by 3:30 pm</b>

**1.05 Required Review and Clarification**

Bidders shall carefully review this RFP. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Lead Contact to allow time for the issuance of any necessary addenda. Protests based on any omission or error or on the content of the RFP will be disallowed if these perceived faults have not been brought to the attention of the Lead Contact.

In submitting a Proposal, the Bidder acknowledges that they have read, completely understand, and accept the terms and conditions of the RFP in full. The Municipality of Magnetawan is not responsible for any misunderstanding of the RFP.

**1.06 Amendments to the RFP**

The Municipality of Magnetawan may issue addenda as they are received, clarify and/or modify certain aspects of the RFP prior to the Proposal Submission Deadline. No addenda shall be posted after **Thursday August 29, 2024**. Addenda will be posted to our website at [www.magnetawan.com](http://www.magnetawan.com) and will be available in the Municipal Office.

### 1.07 Reserved Rights of the Municipality of Magnetawan

The Municipality of Magnetawan reserves the right to:

- a. make public the names of any or all Bidders and their quoted price.
- b. request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Proposal.
- c. adjust a Bidder's scoring or reject a Bidder's Proposal based on:
  - i) a financial analysis,
  - ii) information provided by references,
  - iii) the Bidder's past performance on previous contracts awarded by the Municipality of Magnetawan,
  - iv) the information provided by a Bidder pursuant to the Municipality of Magnetawan exercising its clarification rights under this RFP process; or
  - v) other relevant information that arises during the RFP process.
- d. verify with any Bidder or with a third party any information set out in a Proposal.
- e. check references other than those provided by any Bidder.
- f. disqualify any Bidder whose Proposal contains misrepresentations and/or any other inaccurate and/or misleading information or qualifications.
- g. disqualify any Bidder or the Proposal of any Bidder who has engaged in conduct prohibited by this RFP.
- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- i. select the Bidder other than the Bidder whose Proposal reflects the lowest cost to the Municipality of Magnetawan or the highest overall score.
- j. cancel this RFP process at any stage.
- k. cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables.
- l. accept or reject any or all Proposals in whole or in part.
- m. discuss with any Bidder different or additional terms to those contemplated in this RFP or in any Bidder's Proposal.
- n. if a single Proposal is received, reject the Proposal of the sole Bidder, and cancel this RFP process
- o. to negotiate with the two lowest Bidder(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

### 1.08 Not Responsible for Costs

The Municipality of Magnetawan shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Proposal. The Municipality of Magnetawan shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting from the Municipality of Magnetawan exercising any of its expressed or implied rights under this RFP.



### **1.09 Proposal Expiry Date**

Bidders hereby acknowledge that their Proposals shall be irrevocable for a period of 60 days from the Proposal submission deadline. Extensions to this period may be granted with the mutual agreement of the Municipality of Magnetawan and the successful Bidder and may be initiated by either party.

### **1.10 Confidentiality and Ownership**

Any information provided to the Bidder by the Municipality of Magnetawan before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in any way unless otherwise identified or permitted by the Municipality of Magnetawan. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Municipality of Magnetawan. However, intellectual property, such as specific tools, templates, processes, etc. that the Bidder provides as part of the deliverables remains the property of the Bidder.

### **1.11 Invoicing**

The Vendor will be solely responsible for submitting a proper invoice as defined in the Construction Act, R.S.O. 1990 to the Municipality in accordance with the schedule and requirements of Section 2.04. In addition to the statutory requirements of a proper invoice, Contractors shall also submit the following documentation to the Municipality:

- a. A valid WSIB clearance certificate that covers the invoice period.
- b. If holdback is being retained by the Municipality, then on the second invoice (if applicable) and every invoice thereafter, a Statutory Declaration from the Contractor declaring that all accounts for labour, subcontracts, productions, construction equipment, and other indebtedness which may have incurred by the Contractor in the substantial performance of the Work and for which the Municipality might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in the dispute on form CCDC 9A-2018 or some other alternative form acceptable to the Municipality; and
- c. Supporting documentation including weight tickets for materials used to substantiate the Work delivered and/or performed to date.

### **1.12 Method of Delivery of Invoices**

- a. The Contractor shall send invoices to both the attention of the Municipal contact(s) specified in the Contract and the Treasurer. The Contractor shall reference the invoice Project Name in the email subject line and/or envelope.
- b. Invoices not received by the Municipal contacts set out herein as instructed will not be acknowledged or considered received by the Municipality.
- c. Invoices delivered after 5:00 pm between Monday to Friday or statutory holiday or weekend will be considered received on the next business day.

### **1.13 Processing of Proper Invoices**

Failure of the Contractor to submit a Proper invoice will not be processed for the payment by the Municipality until a Proper invoice is received by the Municipality. It is the Contractor's responsibility to submit and re-submit a Proper Invoice to the Municipality whether the Municipality provides notice or not.

#### 1.14 Payment Disputes

- a. Upon receipt of a Proper Invoice from the Contractor, the Municipality may approve or dispute – all or part of the contents of the Proper Invoice.
- b. If the Municipality does not agree with the invoiced Work or amounts, the Municipality will review the invoice with the Contractor and try to resolve the disputed amounts within ten (10) calendar days from the date of receipt. If the invoice cannot be resolved between the Municipality and the Contractor within ten (10) calendar days, the Municipality may pay the portion that it determines is owing and will include with the payment an explanation for any reduction of the invoiced amount. Any Notice of Non-Payment shall comply with the Construction Act.
- c. The Municipality may withhold payment under the Contract for any disputed amounts, without interest until such dispute is settled or resolved – informally or formally i.e. litigation, adjudication or any formal dispute resolution procedure.
- d. No payment made under the Contract will constitute a waiver of any terms of the Contract or any other rights available at law or equity.
- e. Unless otherwise agreed to by the parties, the Municipality will not be liable for any charge or fees for late payment.
- f. If the Contractor is in any way indebted to the Municipality, either under the terms of the Contract or for any other reason, the Municipality shall have the right of set-off to the extent of such debt.

#### 1.15 Freedom of Information

Any personal information required in the Proposal is received under the authority of the Municipality of Magnetawan. This information shall be an integral component of the submission. All written Proposals received by the Municipality of Magnetawan become a public record. Once a Proposal is accepted by the Municipality of Magnetawan and the contract has been awarded, all information contained in the Proposals may be available to the public, including personal information. Questions about the collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990*, as amended may be directed to the Lead Contact.

#### 1.16 Additional Requirements

- a. A certified cheque made payable to the Municipality of Magnetawan in the amount of ten per cent (10%) of the total Proposal must be submitted with the Proposal, for deposit purposes. **Deposit cheques of unsuccessful bidders will be returned within ten business (10) days of the awarding of the RFP.** The cheque of the successful bidder shall be retained until the Municipality's acceptance of the completed work.  
**OR**
- b. The Municipality will accept payment which is equivalent to a 'certified cheque' which would include etransfer in the amount of ten percent (10%) to: etransfer@magnetawan.com – stating RFP 2024-05 Consultant – Road Needs Study 2024, name of company and bid deposit  
**OR**
- c. The successful bidder may file with the Municipality of Magnetawan, a completed Performance Bond. The Bond shall be signed and sealed by a recognized Bonding Company, in the amount of one hundred percent (10%) of the total estimated Proposal. Upon receipt of such a bond, the Municipality will return the Contractor's Proposal deposit cheque.

## **Section 2 Scope of Work and Project Requirements**

### **2.01 Scope of Work**

The Municipality of Magnetawan is interested in contracting a civil engineering consultant to study and analyze the 233.2 centerline kilometers of municipal roadway system with particular attention, but not limited to the following:

- **Traffic Volumes both Existing and Future on roads and calculated or estimated AADTs**
- **Road classification as per O/Reg.239/02**
- **Road condition assessment and methodology used**
- **Roadside conditions per drainage/ditching and brushing.**
- **Road by road summary of required maintenance and recommended optimum timeline with Life Cycle Costing and Improvement Values**
- **Road Signs Inventory and Condition Rating**
- **Recommendations and suggestions**

The results and findings shall be presented in an easily readable report, with data delineated in chart and graph form with explanatory text in both print and pdf form. Partial reports done for other clients may be submitted as part of the RFP for illustrative purposes showing report format

### **2.02 Services Required**

The services to be provided by the successful Bidder will include but not be limited to those areas as set out in Section 2.01 Scope of Work. Generally, services provided by the successful Bidder in each area shall include but not be limited to items that are set out above in Section 2.01 Scope of Work.

A penalty of \$500 /day, at the Municipality's discretion may be applied if agreed to quantities are not supplied on schedule. Meet the specification within this Proposal, then the Municipality has the right to refuse material, be reimbursed for the inferior material and award the remainder of the contract to another Bidder.

### **2.03 Core Key Deliverables/Requirements**

The Municipality has the following general requirements of a potential preferred vendor for Consultant – Road Needs Study 2024 :

- a. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least five million dollars (\$5,000,000) per accident in the name of the Municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit. (Also see Form M-100, Subsections 106-1 and 106-2)
- b. The successful bidder shall also deliver proof of Workman' s Safety Insurance Board coverage within ten (10) calendar days of receiving the Acceptance Notice. The Municipality may also require HST compliance.

**2.04 Payment Schedule**

Payment of the contract amount, subject to the statutory holdback (*Construction Act*) and the deficiency holdback referenced in section 2.05, shall be made promptly upon the Issuance of the Certificate of Substantial Completion and the receipt of a proper invoice as set out in section 1.11.

**2.05 Deficiency Hold Back**

In addition to statutory holdback and any other remedy available to the Municipality, the Municipality may withhold up to Five percent (5%) of the total value of Work performed (“Deficiency Holdback”) for a period of up to two (2) years following the Substantial Performance of the Contract. Upon rectification and completion of the deficiencies in accordance with the Contract Documents and as approved by the Municipality and/or Contract Administrator, the Deficiency Holdback (less any monies owed to the Municipality by the Contractor) will be released to the Contractor. All monies payable to the Municipality by the Contractor, including but not limited to the costs and expenses incurred to rectify the deficiencies that the Contractor fails to rectify and complete to the Municipality’s satisfaction may be retained out of the Deficiency Holdback.

**2.06 Performance Evaluation:**

Failure to execute the contract in a competent manner shall result in the bidder’s disqualification from bidding on the Municipalities’ future contracts for a period of two (2) years.

**2.07 Completion Date:**

The Contractor shall complete the work by: **November 15, 2024**

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit the work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the works. If the time limit above is not enough to permit completion by the Contractor, working a normal number of hours, the Contractor shall make changes to permit the work to be completed within the allotted time. Additional costs incurred shall be deemed to be included in the price submitted by the Bidder for this Proposal.

If the work is not completed by the above time frame or by an amended time frame allowed by an approved extension of time (see Form M-100, Subsection 107-2) then the Contractor agrees to pay the Municipality of Magnetawan the sum of Five Hundred Dollars (\$500.00) per calendar day, for each day's delay in finishing the work, excluding weekends.

**Section 3 Requirements**

**3.01 Submission**

For the Municipality of Magnetawan to evaluate Proposals fairly and completely, Bidders shall provide all information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Bidder being disqualified or scoring poorly in the evaluation.

Each Proponent shall submit one (1) set of their Proposal, containing the following items:

<ul style="list-style-type: none"> <li>• An indication of the Proponent's understanding of the project scope and requirements, including how the specific required services shall be met.</li> </ul>	
<ul style="list-style-type: none"> <li>• An overview of the Company submitting the proposal, along with an overview of any sub-contractors which will be taking part in the work on behalf of the Proponent, and their legal/contractual relationship to the Proponent.</li> </ul>	
<ul style="list-style-type: none"> <li>• An overview of the Proponent's experience and expertise, as well as the expertise of any sub-contractors that will be involved as part of the Proponent's team.</li> </ul>	
<ul style="list-style-type: none"> <li>• A Completed proposal package including signatures.</li> </ul>	
<ul style="list-style-type: none"> <li>• Proposal Addendums signed by Proponent for acknowledgement.</li> </ul>	
<ul style="list-style-type: none"> <li>• All necessary funds.</li> </ul>	

**3.02 Evaluation Criteria, Process and Award**

The Municipality of Magnetawan may make an award based on the proposals received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFP.

The evaluation committee will recommend Award to Council for the Bidder achieving the specifications required and the lowest price.

The successful Bidder shall be notified of the Award in writing to the e-mail address given on the Form of Proposal, and/or may be contacted verbally by the Lead Contact.



## **Section 4 Evaluation of the Proposals**

### **4.01 Evaluation Criteria, Process and Award**

As part of the evaluation process, the Municipality of Magnetawan may contact one or more Bidders to clarify or obtain more information about their Proposal or to request the Bidder to exhibit or otherwise demonstrate the information contained therein. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP identified by the evaluation committee. The Lead Contact will only hold discussions with Bidders who have submitted a proposal deemed to be reasonably acceptable for Award.

The Municipality of Magnetawan may make an award based on the proposals received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFP.

### **4.02 Basis of Rejection of Proposal**

Proposal not conforming to the requirements within this document and/or the following will be disqualified:

- a. Proposal must be legible, in ink, typewritten, or by printer.
- b. Proposal must be in the possession of the Municipality of Magnetawan by the closing date and time and on form provided.
- c. Proposal must be signed and sealed by an authorized official of the bidding organization. A joint proposal must be signed and sealed by each company.

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location (see Form M-100, Sub-section 102-2), and understands and accepts the said conditions and specifications, and for the prices set forth in this proposal, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Attached to this proposal is a certified cheque, in the amount of 10% of the total proposal, made payable to the Municipality of Magnetawan. The proceeds of this cheque shall, upon acceptance of the proposal, constitute a deposit which shall be forfeited to the Municipality of Magnetawan if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this proposal.

It is agreed that the proposal quantities are estimated only and may be increased or decreased by the Municipality without alterations of the proposal price. However, such increases or decreases shall not exceed 20%. (See Form M-100, Subsection 103-1)

It is also agreed that upon acceptance in writing by the Municipality of Magnetawan this proposal form becomes the agreement for the performance of the work between the contractor and the Municipality.



**Section 5 Form of Proposal**

I/We, the Undersigned, having examined this Request for Proposal, do hereby offer to enter into an Agreement with the Municipality of Magnetawan to provide product as noted above, without undue delay, and by completion date.

I, We \_\_\_\_\_  
(Name-Print) (Position)

of \_\_\_\_\_  
(Company Name)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY PROVINCE POSTAL CODE

\_\_\_\_\_  
TELEPHONE NO. FACSIMILE NO. E-MAIL ADDRESS

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below.

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below  
Last posted addendum on the website on Thursday August 29, 2024 \_\_\_\_\_

The successful bidder acknowledges and agrees that employees and/or contractors under their supervision are considered employees of the contractor and NOT the Municipality of Magnetawan. The contractor is solely responsible for negligence, liability and/or costs incurred caused directly or indirectly by their employee. Proponents Initials \_\_\_\_\_

Signature in the designated space, by an authorized officer of the Bidder's company affirms acceptance of the Request for Proposal requirements set forth in this document, the associated costs attributed to the business arrangement between the Bidder and the Municipality of Magnetawan, and hereby certifies that the information supplied in this Proposal to be true and complete in all respects.

Company Seal



# ICYMI Council Highlights July 24, 2024



To read the complete minutes, agenda packages and by-laws please visit our website at [www.magnetawan.com](http://www.magnetawan.com)



Council passed Resolution 2024-220 receiving the correspondence Donation of Chainsaw Carvings to Community Groups Submissions and donates the carvings to the Magnetawan Library, Magnetawan Horticultural Society and the Trinity United Church of Magnetawan.



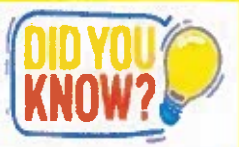
Children's Aid Society  
La Société d'aide à l'enfance  
NIPISSING & PARRY SOUND

Council passed Resolution 2024-212 thanking Jennifer Rokos Nipissing & Parry Sound Children's Aid for her deputation – The Need for Foster Parents and Volunteers and Council appreciates the important work that the Nipissing & Parry Sound Children's Aid does in our municipality. Please reach out to the Nipissing & Parry Sound Children's Aid if you would be interested in becoming a Foster Parent or volunteer in our area at [more.info@parnipcas.org](mailto:more.info@parnipcas.org)



Council passed Resolution 2024-219 receiving the correspondence Parry Sound Age Friendly Community Initiative – Request Municipal Representative at Age Friendly Community Committee Meeting and Deputy Mayor John Hetherington will be attending! Stay tuned for updates!

Council passed Resolution 2024-214 thanking Cyndi Culbert for her deputation Request Use of Centennial Park "Roperfest" Event and approved the request for the "Roperfest" Event to be held on Saturday August 24, 2024. STAY TUNED for more details about the upcoming "Roperfest"



That the Municipality offers FREE recreational programming like Archery, Rollerskating, Pickleball and much more! Check it out on our EVENTS CALENDAR on our Website or on our Recreation page under EXPLORE!

**SAVE THE DATE**

The next open public meeting of Council is August 14, 2024, at 1:00 pm at the Magnetawan Community Centre.

Questions? Concerns? Ideas? Contact the Municipal Office at (705) 387-3947 or by email at [info@magnetawan.com](mailto:info@magnetawan.com)

Council Approval Accounts Payable and Payroll

Meeting Date: August 14/2024

Accounts Payable	Amount
Batch # 2024-00099 Cheque Date: July 25/24 From: 26050 To: 26058	\$ 539,641.15
Batch # 2024-00101 Cheque Date: July 30/24 From: 26059 To: 26076	\$ 26,180.86
Batch # 2024-00104 Cheque Date: Aug. 1/24 From: 26077 To: 26078	\$ 14,690.43
Batch # 2024-00106 Cheque Date: Aug. 14/24 From: 26079 To: 26125	\$ 232,919.30
Batch # Cheque Date: From: To:	\$
Batch # Cheque Date: From: To:	\$
Batch # Cheque Date: From: To:	\$
EFT Batch # 2024-00102	\$ 25,843.05
EFT Batch #	\$
EFT Batch #	\$
Cancelled Cheques	\$
<b>Total Accounts Payable</b>	<b>\$ 839,274.79</b>

**Payroll**

---

Staff Pay

Pay Period: # 15

All Direct Deposit

\$ 54,354.74

Staff Pay

Pay Period: #

All Direct Deposit

\$

Staff Pay

Pay Period: #

All Direct Deposit

\$

**Council Pay**

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Pay Period: #

All Direct Deposit

\$

Pay Period: #

All Direct Deposit

\$

Total Payroll

\$ 54,354.74

Total for Resolution

\$ 893,629.53

**Municipality of Magnetawan  
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Bank Code - CURR - CURRENT ACCOUNT

**COMPUTER CHEQUE**

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
<b>26050</b> 124	<b>7/25/2024</b>	<b>D-ROC EXCAVATING INC.</b> 1-4-3022-3015 - B2 - RENTAL C	BOTHAMS RD BRUSHING	35,717.83	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3,945.17	39,663.00
<b>26051</b> 2024051	<b>7/25/2024</b>	<b>DUNCOR ENTERPRISES INC.</b> 1-4-3034-8000 - C4 - CAPITAL I	SURFACE TREATMENT - F	169,461.97	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	18,717.72	188,179.69
2024095		1-4-3034-8000 - C4 - CAPITAL I	SURFACE TREATMENT- F	190,164.74	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	21,004.42	211,169.16
			<b>Payment Total:</b>		<b>399,348.85</b>
<b>26052</b> 78171	<b>7/25/2024</b>	<b>FOWLER CONSTRUCTION COMPANY</b> 1-4-3031-2010 - C1 - MATERIAL	COLD MIX PATCHING	1,998.99	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	220.79	2,219.78
<b>26053</b> 13	<b>7/25/2024</b>	<b>Robert Hicks</b> 1-4-5010-2400 - CEM - REPAIR	REPAIRS-CHAPMAN CEM	1,400.22	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	154.66	1,554.88
<b>26054</b> 5034035	<b>7/25/2024</b>	<b>MHBC PLANNING LIMITED</b> 1-1-1100-2042 - A/R - EDELBR	80 OAK LANE, PRE-CONS	477.76	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	52.78	530.54
5034034		1-1-1100-2041 - R/A - Theobald	163 BAKER RD, PRE-CON	500.66	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	55.30	555.96
5034033		1-1-1100-1125 - A/R - WIENS	WIENS, ZBLA	1,817.44	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	200.74	2,018.18
5034031		1-1-1100-2038 - ROA - GOODJ	1388 AHMIC LAKE RD. - ZI	1,163.12	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	128.47	1,291.59
5034032		1-1-1100-1170 - A/R - PLANNIN	ROCKY REEF, PRE-CONS	222.85	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	24.62	247.47
5034039		1-4-8010-2210 - PLN - LEGAL /	LEGAL FEES, CAMP KLAH	249.31	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	27.54	276.85
5034029		1-4-6350-4030 - PROPERTY - F	TRAFFIC STUDY UPDATE	414.67	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	45.81	460.48
			<b>Payment Total:</b>		<b>5,381.07</b>
<b>26055</b> 19179	<b>7/25/2024</b>	<b>POWERTECH-ARBORIST &amp; FORESTRY EQUIPMEI</b> 1-4-3022-8000 - BRUSHING/TR	BRUSHING/TREE TRIMMII	78,604.67	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	8,682.18	87,286.85
<b>26056</b> C1301824	<b>7/25/2024</b>	<b>SPECTRUM TELECOM GROUP LTD</b> 1-4-2000-2053 - FD - COMMUN	TOWER RENTAL - PW & F	208.61	
		1-4-3101-2053 - J - COMMUNIC	TOWER RENTAL - PW & F	208.61	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	46.08	463.30
<b>26057</b> 1595	<b>7/25/2024</b>	<b>SAM'S COUNTRY CLEANING</b> 1-4-3101-2400 - J - BUILDING M	OFFICE MAINTENANCE	61.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.74	67.80
<b>26058</b> 98844	<b>7/25/2024</b>	<b>WEEKS CONSTRUCTION</b> 1-4-3041-2010 - D1 - MATERIAL	GRAVEL PATCHING	3,292.00	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	363.62	3,655.62



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Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
26059 3874855JUL24	7/30/2024	<b>BELL CANADA</b> 1-4-6250-2050 - FRIENDSHIP C	FRIENDSHIP CLUB TELEF	67.83	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	7.39	75.22
26060 538589007JUL\	7/30/2024	<b>Bell Mobility</b> 1-4-4020-2420 - LF - LANDFILL	LANDFILL SURVEILLANCE	17.81	
		1-4-4030-2420 - RECY - LANDF	LANDFILL SURVEILLANCE	17.81	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.93	39.55
26061 2626	7/30/2024	<b>Scott Dingman Trucking</b> 1-4-7700-2400 - AHMIC - REPA	AHMIC FIRE HALL-PUMPE	350.00	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	45.50	395.50
26062 A-253949	7/30/2024	<b>ENVIRONMENTAL 360 SOLUTIONS LTD.</b> 1-4-3700-2010 - PARKING - MA	130 SPARKS ST. TOILET F	176.30	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	19.47	195.77
A-253958		1-4-7100-2400 - WHARFS - RE	60 AHMIC ST. TOILET REN	176.30	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	19.47	195.77
A-253950		1-4-7200-2010 - PARKS - MATE	6527 HWY 124 TOILET RE	176.30	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	19.47	195.77
			<b>Payment Total:</b>		<u>587.31</u>
26063 BK0017137	7/30/2024	<b>FIREHALL BOOKSTORE</b> 1-4-2000-1410 - FD - VOLUNTE	BOOKS	319.46	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	15.18	334.64
26064 4252	7/30/2024	<b>GREEN'S HAULAGE</b> 1-4-3034-8000 - C4 - CAPITAL	AHMIC LAKE, GRAVEL PA	4,885.79	
		1-4-3041-2010 - D1 - MATERIAL	AHMIC LAKE, GRAVEL PA	986.41	
		1-4-3011-2010 - A - MATERIAL	AHMIC LAKE, GRAVEL PA	595.70	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	714.42	7,182.32
26065 1951	7/30/2024	<b>INSERVUS MANAGEMENT SYSTEMS</b> 1-4-2000-7130 - FD - EQUIPME	BUNKER GEAR CLEANING	664.36	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	73.52	737.88
26066 07252024	7/30/2024	<b>LORUSSO, CARL</b> 1-1-1100-1176 - A/R - CARL LO	STOP UP & CLOSE, SEGU	2,140.00	2,140.00
26067 31737065	7/30/2024	<b>MOONWALK ENTERTAINMENT</b> 1-4-2600-2015 - REC - EVENTS	FEB 15/2025 ENTERTAINM	720.58	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	79.60	800.18
26068 022462	7/30/2024	<b>M&amp;L SUPPLY FIRE &amp; SAFETY</b> 1-4-2000-2018 - FD - PPE & FIF	EQUIPMENT	614.14	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	67.84	681.98
26069 94046	7/30/2024	<b>NEAR NORTH INDUSTRIAL SOLUTIONS</b> 1-4-3211-2070 - GR - REPAIRS	GRADER MOTOR OIL	126.90	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	14.02	140.92
26070 103202	7/30/2024	<b>NEAR NORTH LABORATORIES INC.</b> 1-4-4300-2010 - W-SYS - MATE	JULY 2024 WATER TESTII	123.67	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	13.66	137.33
26071	7/30/2024	<b>OSIM INTERACTIVE</b>			



**Municipality of Magnetawan  
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Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
24540		1-4-1200-2135 - ADMIN - WEBS	WEBSITE EXPENSES	66.14	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	7.31	73.45
<b>26072</b>	<b>7/30/2024</b>	<b>RUSSELL CHRISTIE LLP</b>			
63-283-450		1-1-1100-1184 - A/R - TAX REG	TAX ARREARS	888.80	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	82.72	971.52
<b>26073</b>	<b>7/30/2024</b>	<b>SDB TRUCK &amp; EQUIPMENT REPAIRS</b>			
13466		1-4-3224-2070 - TR24 - REPAIF	TRUCK #24 REPAIRS	890.40	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	98.35	988.75
<b>26074</b>	<b>7/30/2024</b>	<b>SPEEDY GLASS</b>			
8745-2588591		1-4-3229-2070 - TR29 - REPAIF	TRUCK #29 - REPAIR	524.07	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	57.88	581.95
<b>26075</b>	<b>7/30/2024</b>	<b>TRACKMATICS INC</b>			
42335		1-4-3222-2070 - TR22 - REPAIF	ROADS - BACKUP CAMER	1,525.39	
		1-4-3226-2070 - TR26 - REPAIF	ROADS - BACKUP CAMER	1,525.38	
		1-4-3227-2070 - TR27 - REPAIF	ROADS - BACKUP CAMER	1,525.39	
		1-4-3228-2070 - TR28 - REPAIF	ROADS - BACKUP CAMER	1,525.38	
		1-4-3229-2070 - TR29 - REPAIF	ROADS - BACKUP CAMER	1,525.39	
		1-4-3219-2070 - LOADER - REF	ROADS - BACKUP CAMER	1,525.38	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,010.91	10,163.22
<b>26076</b>	<b>7/30/2024</b>	<b>TRANS CANADA SAFETY</b>			
55123		1-4-2000-2010 - FD - MATERIAL	BURN KITS	134.30	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	14.84	149.14
<b>26077</b>	<b>8/1/2024</b>	<b>BOYDEN, RAYMOND BROUGHTON</b>			
07302024		1-3-7300-7735 - REVENUE-AHI	REIMBURSEMENT OF FEE	162.82	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	17.98	180.80
<b>26078</b>	<b>8/1/2024</b>	<b>LEGACY CARPENTRY INC.</b>			
08012024		1-4-1200-8000 - ADMIN - CAPI	REMAINDER OF OFFICE F	13,066.40	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,443.23	14,509.63
<b>26079</b>	<b>8/14/2024</b>	<b>ADAMS BROS. CONSTRUCTION LTD.</b>			
173470		1-4-4020-2020 - LF - LATRINE I	LANDFILL TOILET RENTAI	152.64	
		1-4-4030-2015 - RECY - LATRII	LANDFILL TOILET RENTAI	152.64	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	33.72	339.00
<b>26080</b>	<b>8/14/2024</b>	<b>ALGONQUIN CLEAN WATER SERVICES INC</b>			
2256		1-4-4300-2010 - W-SYS - MATE	WATER SYSTEM PRO 201	1,053.89	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	116.41	1,170.30
<b>26081</b>	<b>8/14/2024</b>	<b>ALBERT GILEWICZ</b>			
07302024		1-4-2600-2400 - REC - PROGR.	FISH OUT OF WATER	345.00	345.00
<b>26082</b>	<b>8/14/2024</b>	<b>AIG INSURANCE COMPANY OF CANADA</b>			
AUG2024		1-4-8010-1010 - PLN - WAGES	AUGUST 2024 AD&D	1.94	
		1-4-1200-1010 - ADMIN - WAGI	AUGUST 2024 AD&D	8.40	
		1-4-1300-1010 - TREAS - WAGI	AUGUST 2024 AD&D	3.65	
		1-4-2000-1010 - FD - WAGES &	AUGUST 2024 AD&D	3.65	
		1-4-2100-1010 - CBO - WAGES	AUGUST 2024 AD&D	2.70	
		1-4-3101-1010 - J - WAGES AN	AUGUST 2024 AD&D	10.21	

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Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
		1-4-4020-1010 - LF - WAGES A	AUGUST 2024 AD&D	3.38	
		1-4-7200-1010 - PARKS - WAG	AUGUST 2024 AD&D	4.11	
		1-2-1000-1055 - BENEFITS PA`	AUGUST 2024 AD&D	0.81	38.85
<b>26083</b>	<b>8/14/2024</b>	<b>ASHCROFT, WILLIAM GEORGE MICHAEL</b>			
DS32196		1-4-2000-1410 - FD - VOLUNTE	REIMBURSEMENT-FITNES	25.00	25.00
<b>26084</b>	<b>8/14/2024</b>	<b>Township Of Armour</b>			
ARM24-79		1-4-2200-2010 - BLEO - MATEF	JUNE 2024 BYLAW EXPEN	297.21	
		1-4-2200-1010 - BLEO - WAGE	JUNE 2024 BYLAW EXPEN	4,261.72	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	503.55	5,062.48
<b>26085</b>	<b>8/14/2024</b>	<b>Bell Mobility</b>			
519949447JULY		1-4-1200-2052 - ADMIN - CELL	LANDFILL SURVEILLANCE	425.66	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	47.06	472.72
<b>26086</b>	<b>8/14/2024</b>	<b>BEATTY PRINTING</b>			
59177		1-4-7200-2010 - PARKS - MATE	PARKS TIMESHEETS	127.20	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	14.05	141.25
59176		1-4-1300-2010 - TREAS - TAXA	TAXATION MATERIALS-SL	532.03	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	58.77	590.80
59153		1-4-1300-2010 - TREAS - TAXA	TAXATION MATERIALS-FI	454.03	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	50.15	504.18
			Payment Total:		1,236.23
<b>26087</b>	<b>8/14/2024</b>	<b>BRENDAR ENVIRONMENTAL INC</b>			
20240303		1-4-4030-4018 - RECY - HOUSI	HAZMAT DAY FEES	12,142.12	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,341.14	13,483.26
<b>26088</b>	<b>8/14/2024</b>	<b>DEAN'S AUTO CARE</b>			
25302		1-4-7221-2070 - TR #21 - REPA	REPAIR BRAKE LINES	473.71	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	52.33	526.04
<b>26089</b>	<b>8/14/2024</b>	<b>CINDY LEGGETT</b>			
07312024		1-4-2600-2400 - REC - PROGR	JULY 2024 FITNESS CLAS	960.00	960.00
<b>26090</b>	<b>8/14/2024</b>	<b>EASTHOLME HOME FOR THE AGED</b>			
3RDQTR2024		1-4-6010-2010 - HOME - EASTH	3RD QTR 2024 HOME FOF	65,194.75	65,194.75
<b>26091</b>	<b>8/14/2024</b>	<b>ENVIRONMENTAL 360 SOLUTIONS LTD.</b>			
A-257128		1-4-7500-2010 - LOCKS - MATE	LOCKS & WHARFS TOILE	173.25	
		1-4-7100-2400 - WHARFS - REI	LOCKS & WHARFS TOILE	176.30	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	22.52	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	19.47	391.54
<b>26092</b>	<b>8/14/2024</b>	<b>2757986 ONTARIO INC</b>			
8555		1-4-2600-2015 - REC - EVENTS	JUNE 28 2025 CANADA D/	1,640.87	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	181.25	1,822.12
<b>26093</b>	<b>8/14/2024</b>	<b>GREEN'S HAULAGE</b>			
4364		1-4-3011-2010 - A - MATERIAL	GRAVEL PATCHING	1,217.68	
		1-4-3041-2010 - D1 - MATERIAL	GRAVEL PATCHING	2,780.78	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	441.65	4,440.11
4378		1-4-3011-2010 - A - MATERIAL	GRAVEL PATCHING	203.58	
		1-4-3041-2010 - D1 - MATERIAL	GRAVEL PATCHING	845.14	
		1-4-3045-4010 - D5 - CONTRAC	GRAVEL PATCHING	6,941.06	

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			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	882.51	8,872.29
					Payment Total:	13,312.40
<b>26094</b>	<b>8/14/2024</b>	<b>GREENER EARTH ENGINEERING &amp; DESIGN</b>				
10456		1-4-7100-8000 - WHARFS - CA	AHMIC DOCKS SITE REVII		1,068.48	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		118.02	1,186.50
10455		1-4-7300-8000 - HALL - CAPITA	AHMIC CC-AIR INTAKE RE		550.00	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code		71.50	621.50
					Payment Total:	1,808.00
<b>26095</b>	<b>8/14/2024</b>	<b>HUBB CAP</b>				
1036010		1-4-3011-2010 - A - MATERIALI	ROADS SUPPLIES		840.54	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		92.84	933.38
1036066		1-4-3011-2010 - A - MATERIALI	CULVERTS		4,717.60	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		521.08	5,238.68
					Payment Total:	6,172.06
<b>26096</b>	<b>8/14/2024</b>	<b>PAUL, JENNY</b>				
07292024		1-4-2600-2400 - REC - PROGR.	JULY 2024 FIT FAB FUN &		700.00	700.00
<b>26097</b>	<b>8/14/2024</b>	<b>MAGNETAWAN GRILL AND GROC</b>				
GO1		1-4-2000-1410 - FD - VOLUNTE	EVENT MEAL		52.92	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		5.84	58.76
<b>26098</b>	<b>8/14/2024</b>	<b>MAGNETAWAN BUILDING CENTRE (COM DEV)</b>				
101-144296		1-4-7500-2010 - LOCKS - MATE	SUPPLIES		12.98	12.98
101-144205		1-4-7600-2010 - HERITAGE - R	SUPPLIES		30.17	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		3.33	33.50
104-106163		1-4-7600-2010 - HERITAGE - R	SUPPLIES		6.49	6.49
101-145022		1-4-7600-2010 - HERITAGE - R	SUPPLIES		19.22	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		1.41	20.63
101-145131		1-4-7500-2010 - LOCKS - MATE	SUPPLIES		6.49	
		1-4-7600-2010 - HERITAGE - R	SUPPLIES		11.90	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		1.31	19.70
101-145302		1-4-7500-2010 - LOCKS - MATE	SUPPLIES		6.49	6.49
					Payment Total:	99.79
<b>26099</b>	<b>8/14/2024</b>	<b>MAGNETAWAN BUILDING CENTRE (PARKS)</b>				
101-144210		1-4-6250-2400 - FRIENDSHIP C	SUPPLIES		45.77	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		5.06	50.83
102-57187		1-4-7300-2010 - HALL - MATER	SUPPLIES		10.34	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code		1.34	11.68
101-144282		1-4-6250-2400 - FRIENDSHIP C	SUPPLIES		32.73	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		3.61	36.34
101-143162		1-4-7700-2010 - AHMIC - MATE	SUPPLIES		12.14	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code		1.58	13.72
102-58014		1-4-7300-2400 - HALL - REPAIF	SUPPLIES		37.22	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code		4.84	42.06
102-57856		1-4-7300-2010 - HALL - MATER	SUPPLIES		17.08	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code		2.22	19.30
101-145406		1-4-7200-2010 - PARKS - MATE	SUPPLIES		260.00	
		1-4-7300-2010 - HALL - MATER	SUPPLIES		255.50	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code		33.21	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		28.72	577.43
101-143080		1-4-7200-2010 - PARKS - MATE	SUPPLIES		62.65	

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Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.92	69.57
102-56911		1-4-7200-2400 - PARKS - REPA	SUPPLIES	164.83	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	18.21	183.04
102-56589		1-4-7300-2010 - HALL - MATER	SUPPLIES	47.69	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	6.20	53.89
101-143553		1-4-7200-2010 - PARKS - MATE	SUPPLIES	28.37	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.13	31.50
101-143198		1-4-7200-2012 - PARKS - FLOV	SUPPLIES	16.47	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.82	18.29
101-143268		1-4-7300-2010 - HALL - MATER	SUPPLIES	29.68	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	3.86	33.54
101-144966		1-4-7300-2010 - HALL - MATER	SUPPLIES	11.94	
		1-4-7200-2024 - PARKS - HEAT	SUPPLIES	88.18	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	1.55	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	9.74	111.41
102-57615		1-4-7300-2010 - HALL - MATER	SUPPLIES	73.20	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	9.52	82.72
101-144449		1-4-7200-2020 - PARKS - SAFE	SUPPLIES	44.75	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	4.95	49.70
			Payment Total:		1,385.02
<b>26100</b>	<b>8/14/2024</b>	<b>MAGNETAWAN BUILDING CENTRE (ROADS)</b>			
101-143633		1-4-3101-2010 - J - MATERIALS	SUPPLIES	51.92	51.92
101-143585		1-4-3101-2400 - J - BUILDING M	SUPPLIES	3.55	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.39	3.94
101-144343		1-4-3101-2010 - J - MATERIALS	SUPPLIES	1.02	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.11	1.13
103-131209		1-4-3101-2010 - J - MATERIALS	SUPPLIES	19.61	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.17	21.78
101-144922		1-4-3101-2010 - J - MATERIALS	SUPPLIES	12.20	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.35	13.55
103-131483		1-4-3101-2010 - J - MATERIALS	SUPPLIES	65.11	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	7.19	72.30
101-144859		1-4-3101-2010 - J - MATERIALS	SUPPLIES	13.20	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.46	14.66
101-145061		1-4-3101-2010 - J - MATERIALS	SUPPLIES	113.93	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	12.58	126.51
			Payment Total:		305.79
<b>26101</b>	<b>8/14/2024</b>	<b>MAGNETAWAN BUILDING CENTRE (LANDFILL)</b>			
103-130856		1-4-4030-2010 - RECY - MATEF	SUPPLIES CREDIT	-67.14	
		1-4-4020-2010 - LF - MATERIAL	SUPPLIES CREDIT	-67.14	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	-14.83	-149.11
103-130854		1-4-4020-2010 - LF - MATERIAL	SUPPLIES	86.61	
		1-4-4030-2010 - RECY - MATEF	SUPPLIES	86.60	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	14.84	188.05
103-131177		1-4-4020-2120 - LF - OFFICE	SUPPLIES	16.24	
		1-4-4030-2120 - RECY - OFFIC	SUPPLIES	16.24	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.59	36.07
101-143523		1-4-4030-2010 - RECY - MATEF	SUPPLIES	21.36	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.36	23.72
101-143313		1-4-4020-2120 - LF - OFFICE	SUPPLIES	9.74	

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		1-4-4030-2120 - RECY - OFFIC	SUPPLIES	9.73	19.47
104-106752		1-4-3220-2070 - TR20 - REPAIF	SUPPLIES	52.37	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.78	58.15
104-106812		1-4-4030-2400 - RECY - REPAI	SUPPLIES	335.71	
		1-4-4020-2400 - LF - REPAIRS	SUPPLIES	335.70	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	74.16	745.57
101-144576		1-4-4020-2120 - LF - OFFICE	SUPPLIES	19.47	
		1-4-4030-2120 - RECY - OFFIC	SUPPLIES	19.47	38.94
			Payment Total:		960.86
<b>26102</b>	<b>8/14/2024</b>	<b>MOONWALK ENTERTAINMENT</b>			
32588587		1-4-2600-2015 - REC - EVENTS	2025 CANADA DAY DEPO	681.79	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	75.31	757.10
<b>26103</b>	<b>8/14/2024</b>	<b>MINISTER OF FINANCE</b>			
3025072413221		1-4-2500-2010 - PROTECT - PC	JUNE 2024 LSR POLICING	39,182.00	39,182.00
<b>26104</b>	<b>8/14/2024</b>	<b>A MIRON TOPSOIL LTD</b>			
3039		1-4-7200-2400 - PARKS - REPA	SAND - AHMIC BALL PART	102.91	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.36	114.27
<b>26105</b>	<b>8/14/2024</b>	<b>JIM MOORE PETROLEUM</b>			
650112		1-4-3101-2021 - J - PREMIUM C	PREMIUM GASOLINE	518.45	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	57.26	575.71
649740		1-4-3101-2022 - J - CLEAR DIE	CLEAR DIESEL	1,631.36	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	180.19	1,811.55
649742		1-4-3101-2023 - J - DYED DIES	DYED DIESEL	271.15	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	29.95	301.10
649741		1-4-3101-2021 - J - PREMIUM C	PREMIUM GASOLINE	727.92	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	80.40	808.32
650110		1-4-3101-2022 - J - CLEAR DIE	CLEAR DIESEL	946.63	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	104.56	1,051.19
650635		1-4-3101-2023 - J - DYED DIES	DYED DIESEL	2,185.66	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	241.41	2,427.07
650639		1-4-3101-2023 - J - DYED DIES	DYED DIESEL	668.88	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	73.88	742.76
650640		1-4-3101-2023 - J - DYED DIES	DYED DIESEL	867.75	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	95.85	963.60
650633		1-4-3101-2022 - J - CLEAR DIE	CLEAR DIESEL	1,611.68	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	178.01	1,789.69
			Payment Total:		10,470.99
<b>26106</b>	<b>8/14/2024</b>	<b>MY-TECH INFORMATION TECHNOLOGY</b>			
07312024		1-4-1200-2130 - ADMIN - COMF	JULY 2024 IT SERVICES	1,984.32	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	219.18	2,203.50
<b>26107</b>	<b>8/14/2024</b>	<b>NORTHERN LIGHTS CHARCUTERIE CO.</b>			
EST0008		1-4-2600-2015 - REC - EVENTS	SEPTEMBER 2024 NOAA C	1,054.24	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	116.44	1,170.68
<b>26108</b>	<b>8/14/2024</b>	<b>Hydro One Networks</b>			
8809JULY24		1-4-3101-2030 - J - HYDRO	18 MILLER RD - NEW GAF	420.98	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	56.38	477.36
0309JULY24		1-4-7200-2030 - PARKS - HYDF	18 MILER RD, TWSP	151.03	

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		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	20.27	171.30
2621JULY24		1-4-2006-2030 - AHMIC STATIC	60 AHMIC ST	52.86	
		1-4-7700-2030 - AHMIC - HYDR	60 AHMIC ST	103.50	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	16.67	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	7.21	180.24
6780JULY24		1-4-7205-2030 - P - HYDRO	6527 HWY 124	29.03	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.96	32.99
			Payment Total:		861.89
<b>26109</b>	<b>8/14/2024</b>	<b>ORKIN CANADA CORPORATION</b>			
C-4706196		1-4-7300-2400 - HALL - REPAIF	JULY/24 MAG COMMUNIT	306.10	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	39.79	345.89
C-4708883		1-4-7700-2400 - AHMIC - REPA	AHMIC HARBOUR ORKIN	96.80	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	12.58	109.38
			Payment Total:		455.27
<b>26110</b>	<b>8/14/2024</b>	<b>WASTE CONNECTIONS OF CANADA INC.</b>			
7113-00003443		1-4-4010-4010 - GARBAGE - C	JULY 2024 WASTE COLLE	2,018.15	
		1-4-4030-4012 - RECY - RECYC	JULY 2024 WASTE COLLE	2,606.96	
		1-4-4020-4022 - LF - RUBBISH/	JULY 2024 WASTE COLLE	10,828.69	
		1-4-4030-4014 - RECY - RECYC	JULY 2024 WASTE COLLE	8,096.29	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2,601.19	26,151.28
<b>26111</b>	<b>8/14/2024</b>	<b>GF PRESTON SALES AND SERVICE LTD.</b>			
IN04591		1-4-3101-2010 - J - MATERIALS	BRUSHING MATERIALS	67.14	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	7.42	74.56
<b>26112</b>	<b>8/14/2024</b>	<b>POLLARD DISTRIBUTION INC</b>			
9982		1-4-3043-2010 - D3 - MATERIAL	DUST CONTROL	4,976.44	
		1-4-3043-4010 - D3 - CONTRAC	DUST CONTROL	2,451.08	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	820.40	8,247.92
9937		1-4-3043-2010 - D3 - MATERIAL	DUST CONTROL	7,734.10	
		1-4-3043-4010 - D3 - CONTRAC	DUST CONTROL	3,809.33	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,275.02	12,818.45
			Payment Total:		21,066.37
<b>26113</b>	<b>8/14/2024</b>	<b>NADIA RIOPEL</b>			
448		1-4-2600-2015 - REC - EVENTS	DEPOSIT - 2025 CANADA	1,570.22	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	173.44	1,743.66
<b>26114</b>	<b>8/14/2024</b>	<b>SDB TRUCK &amp; EQUIPMENT REPAIRS</b>			
13517		1-4-3228-2070 - TR28 - REPAIF	TRUCK #28 - SAFETY INSI	661.44	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	73.06	734.50
<b>26115</b>	<b>8/14/2024</b>	<b>SILVER SCREEN PRINTING</b>			
2520		1-4-7200-2020 - PARKS - SAFE	PARKS SHIRTS	315.36	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	34.83	350.19
<b>26116</b>	<b>8/14/2024</b>	<b>CHARLES SAUNDERS</b>			
65		1-4-3101-2020 - J - SAFETY SL	SAFETY SUPPLIES	122.10	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	13.49	135.59
<b>26117</b>	<b>8/14/2024</b>	<b>STAPLES BUSINESS ADVANTAGE</b>			
67066624		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	160.13	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	17.69	177.82
67164036		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	189.29	



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		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	20.91	210.20
				Payment Total:	388.02
26118 1604	8/14/2024	<b>SAM'S COUNTRY CLEANING</b>			
		1-4-3101-2120 - J - OFFICE	OFFICE MAINTENANCE	61.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.74	67.80
26119 09062024	8/14/2024	<b>SCOTTY'S LAKE TOURS</b>			
		1-4-2600-2015 - REC - EVENTS	SEPTEMBER 6/24 NOAA C	240.00	240.00
			<b>Donation to NOAA Juried Exhibit</b>		
26120 2795	8/14/2024	<b>SIGNCRAFT CANADA INC.</b>			
		1-4-2600-2015 - REC - EVENTS	CANADA DAY BANNER	122.11	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	13.49	135.60
2814		1-4-7200-2010 - PARKS - MATE	SIGNAGE-NO MOTORIZED	188.26	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	20.79	209.05
				Payment Total:	344.65
26121 92421	8/14/2024	<b>TATHAM ENGINEERING</b>			
		1-4-6350-4030 - PROPERTY - F	EMPLOYMENT LANDS RE	1,831.68	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	202.32	2,034.00
26122 42350	8/14/2024	<b>TRACKMATICS INC</b>			
		1-4-7200-2045 - PARKS - GPS I	PARKS GPS MONITORING	106.85	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.80	118.65
42355		1-4-2110-2045 - CBO VEHICLE	BUILDING DEPT MONTHL	35.62	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.93	39.55
42383		1-4-3101-2045 - J - GPS MONIT	ROADS MONTHLY GPS M	487.43	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	53.84	541.27
				Payment Total:	699.47
26123 105557	8/14/2024	<b>TRI-CITY EQUIPMENT</b>			
		1-4-3045-3015 - D5 - EQUIPME	BOMAG ROLLER - RENTA	4,776.12	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	527.54	5,303.66
26124 26056	8/14/2024	<b>D.M. WILLS ASSOCIATES</b>			
		1-4-3011-8000 - A - CULVERT/I	BRIDGE #8-TENDER UPD/	1,896.71	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	209.50	2,106.21
26125 F62651819	8/14/2024	<b>XEROX CANADA LTD</b>			
		1-4-1200-2140 - ADMIN - COPY	JULY 2024 XEROX COPYII	354.51	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	39.16	393.67
				Total COMPUTER CHEQUE:	813,431.74

**ONLINE BANKING**

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JULY 19 JULY 1-15/24	7/19/2024	<b>RECEIVER GENERAL</b>			
		1-2-1000-1047 - CPP PAYABLE	JULY 1-15 2024 PAYROLL	6,144.66	
		1-2-1000-1048 - EI PAYABLE	JULY 1-15 2024 PAYROLL	1,950.70	
		1-2-1000-1049 - INCOME TAX F	JULY 1-15 2024 PAYROLL	8,635.74	16,731.10
JULY 1-15/2024		1-2-1000-1047 - CPP PAYABLE	JULY 1-15 2024 PAYROLL	856.64	
		1-2-1000-1048 - EI PAYABLE	JULY 1-15 2024 PAYROLL	264.43	
		1-2-1000-1049 - INCOME TAX F	JULY 1-15 2024 PAYROLL	1,323.71	2,444.78
				Payment Total:	2,444.78
JULY 19	7/19/2024	<b>ROYAL BANK VISA EFT</b>			

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1037860		1-4-7200-2010 - PARKS - MATE	AMAZON - WEED EATER (	54.52	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.02	60.54
<b>JULY 19</b>	<b>7/19/2024</b>	<b>ROYAL BANK VISA EFT</b>			
78425		1-4-1200-1310 - ADMIN - CONF	AMCTO - EK, MLP UNIT 3	412.13	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	45.52	457.65
0233189108		1-4-2200-2010 - BLEO - MATEF	HGOME DEPOT-TREASUF	450.80	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	49.79	500.59
6116169		1-1-1100-1176 - A/R - CARL LO	ONLAND - PLAN	15.18	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.12	16.30
6108725		1-4-8010-2210 - PLN - LEGAL /	ONLAND-SADLON STOP L	33.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.62	35.68
6108731		1-4-8010-2210 - PLN - LEGAL /	ONALND - SADLON STOP	15.18	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.12	16.30
3873620JULY24		1-4-4020-2120 - LF - OFFICE	BELL - LANDFILL OFFICE	103.71	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.45	115.16
2973819		1-4-1300-2010 - TREAS - TAXA	AMAZON-PRINTER CORD	15.79	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.75	17.54
89822587		1-4-2600-2400 - REC - PROGR	CANADIAN TIRE-BIKE LOC	38.39	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	4.24	42.63
4878622		1-4-2600-2010 - REC - MATERI	AMAZON - PRIDE FLAGS	100.71	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.13	111.84
89735169		1-4-7500-2010 - LOCKS - MATE	CANADIAN TIRE - WATER	174.98	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	22.75	197.73
6108859		1-4-8010-2210 - PLN - LEGAL /	ONLAND - SADLON STOP	5.09	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.56	5.65
EC45CAA9-000		1-4-1200-2130 - ADMIN - COMF	FOXIT PDF VIEWER	194.95	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	21.54	216.49
169636685		1-4-3101-1310 - J - CONFEREN	WORKSITE SAFETY-CHAI	182.96	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	20.21	203.17
34381983		1-4-4030-4018 - RECY - HOUSI	MAGNETAWAN GROCERY	20.26	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.09	22.35
02505		1-4-4030-2010 - RECY - MATEF	HOME DEPOT - REUSE CI	545.43	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	60.25	605.68
1445857		1-4-1200-2130 - ADMIN - COMF	AMAZON-COMPUTER	913.11	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	100.86	1,013.97
07112024		1-4-8010-2210 - PLN - LEGAL /	ONLAND - PROPERTY INC	5.09	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.56	5.65
			Payment Total:		5.65
<b>JULY19</b>	<b>7/19/2024</b>	<b>ROYAL BANK VISA EFT</b>			
6116102		1-1-1100-1176 - A/R - CARL LO	ONLAND - PROPERTY INC	5.09	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.56	5.65
			Total ONLINE BANKING:		22,826.45

**AUTOMATIC WITHDRAWAL**

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
<b>AUG 9</b>	<b>8/9/2024</b>	<b>LAKELAND POWER - EFT</b>			
077271JULY24		1-4-3800-5012 - STREET - MAC	SPARKS ST STLGT	114.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	15.55	129.61

**Municipality of Magnetawan  
List Of Accounts for Approval**  
Batch: 2024-00099 to 2024-00109

**AUTOMATIC WITHDRAWAL**

Payment #	Date	Vendor Name	GL Account	GL Transaction Description	Detail Amount	Payment Amount
076283	JULY24	1-4-7200-2030 - PARKS - HYDF	4135 HWY 520 PARK		102.43	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		13.96	116.39
073252	JULY24	1-4-7300-2030 - HALL - HYDRC	4304 HWY 520 - OFFICE		1,261.23	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code		203.17	1,464.40
073239	JULY24	1-4-3800-5012 - STREET - MAC	STREET LIGHTS		523.11	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		71.30	594.41
076598	JULY24	1-4-7200-2030 - PARKS - HYDF	61 SPARKS ST		37.98	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		5.18	43.16
072644	JULY24	1-4-6250-2030 - FRIENDSHIP C	MAG FRIENDSHIP CLUB		125.08	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		17.05	142.13
072693	JULY24	1-4-7600-2030 - HERITAGE - H	4205 HWY 520		66.30	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		9.04	75.34
072642	JULY24	1-4-2005-2030 - MAG STATION	81 ALBERT ST		127.67	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		17.40	145.07
				Payment Total:		2,710.51
<b>JULY 13</b>	<b>7/13/2024</b>	<b>LAKELAND POWER - EFT</b>				
072644	JUNE24	1-4-6250-2030 - FRIENDSHIP C	MAG FRIENDSHIP CLUB		143.74	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		19.59	163.33
072642	JUNE24	1-4-2005-2030 - MAG STATION	81 ALBERT ST		125.63	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code		17.13	142.76
				Payment Total:		306.09
				Total AUTOMATIC WITHDRAWAL:		3,016.60
				Total CURR:		839,274.79

Certified August 14, 2024

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Treasurer

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**WHEREAS** that Council for the Municipality of Magnetawan carried a motion deferring a Zoning by-law Amendment application for Lot 19 & 20 Concession 3 & 4, municipality known as 1388 Ahmic Lake Road hereby referred to as the “subject lands”, Municipality of Magnetawan (Goodjohn) until the mitigation recommendations outlined within the Environmental Impact Study completed by FRI Corp dated October 2023;

**AND WHEREAS** the applicant of the subject lands has provided confirmation that the recommended mitigation measures have been satisfied;

**AND WHEREAS** that Council for the Municipality of Magnetawan passed By-law 2024-34 to rezone a portion of the subject lands to refine the environmental Protection Zone;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Magnetawan confirms the decision to support the rezoning a portion of the subject land to refine the Environmental Protection Zone.

Carried \_\_\_\_\_ Defeated \_\_\_\_\_ Deferred \_\_\_\_\_

\_\_\_\_\_  
Sam Dunnett, Mayor

Recorded Vote Called by: \_\_\_\_\_

Recorded Vote

Member of Council	Yea	Nay	Absent
Brunton, Tim			
Hetherington, John			
Kneller, Brad			
Smith, Wayne			
Mayor: Dunnett, Sam			

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW NO. 2024 -**

**BEING A BY-LAW TO ADOPT A COMPLAINTS POLICY**

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**WHEREAS** Section 9 of the *Municipal Act, S.O. 2001, Chapter M.25*, as amended, gives a municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** Section 10(2)(1) of the *Municipal Act, S.O. 2001, Chapter M.25*, as amended, a single-tier municipality may pass By-laws respecting to the governance structure of the municipality and its local boards;

**AND WHEREAS** the Corporation of the Municipality of Magnetawan is committed to the thorough, prompt, and courteous receipt, processing, investigation and resolution of formal complaints related to program and service delivery and general concerns within a reasonable amount of time in accordance with appropriate steps and procedures;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. THAT the Magnetawan Complaints Policy (Schedule "A") be adopted as attached.
2. THAT By-law 2016-16 and any other previously relevant by-law(s) be hereby repealed effective the date of passing of this By-law.
3. THAT this By-law shall come into force and effect on the date of its passing.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 14<sup>th</sup> day of August, 2024.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

---

Mayor

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CAO/Clerk



## Schedule "A" By-law 2024- COMPLAINTS POLICY

### **PURPOSE**

This policy is intended to enable the Municipality of Magnetawan to promptly and effectively address program and service delivery concerns raised by members of the public. This policy will assist the Municipality in providing excellent service to the public, and it will contribute to continuous improvement of Municipal operations and service standards.

The Municipality strives to reduce customer dissatisfaction by:

- providing a timely and accurate response to complaints; and
- using complaints as an opportunity to improve program and service delivery issues

### **DEFINITION**

A complaint is an expression of dissatisfaction related to a Municipal program, service, facility, or staff member, where a member of the public believes that the Municipality has not provided a service experience to the customer's satisfaction.

The Municipality's definition of a complaint does not include those complaints that are anonymous in nature and/or happened more than six (6) weeks prior to the incident. In order to resolve an issue, the Municipality requires the complainant's contact information. Personal information will be maintained as required under the *Municipal Freedom of Information and Protection of Privacy Act*.

A complaint is distinct from:

- A request for service made on behalf of a citizen for a specific service, or to notify the Municipality that a scheduled service was not provided on time as stated;
- A general inquiry or specific request for information regarding a municipal service;
- A suggestion or idea submitted by a member of the public with the aim of improving services, programs, products, or processes; or
- An expression of approval or compliment for a municipal staff, program, product or process.

This policy is not for complaints regarding:

- Non-municipal services;
- Issues addressed by legislation, or an existing municipal by-law, policy, or procedure;
- A decision of Council or a decision of a Committee and/or Board of Council;
- Internal employee complaints; or
- Matters that are handled by tribunals, courts of law, quasi-judicial boards, etc.



## **FRONTLINE RESOLUTION**

It is the responsibility of the complainant to attempt to resolve concerns by dealing with the Municipality and/or the Municipal employee(s) directly involved with the issue where appropriate.

It is the responsibility of all Municipal employees to attempt to resolve issues or concerns before they become complaints and to identify opportunities to improve Municipal services where deficiencies are noted.

## **PROCESS FOR FILING A COMPLAINT**

### **1. Filing the Complaint**

Where a frontline resolution cannot be achieved, complaints will be submitted to the CAO/Clerk or designate on the prescribed form within 6 weeks of the alleged incident. All information on the form must be completed.

### **2. Receipt and Acknowledgement**

The CAO/Clerk or designate will log the complaint within seven (7) business days and will acknowledge receipt of same to the complainant.

### **3. Investigation**

The CAO/Clerk or designate will conduct an investigation into the nature of the complaint.

If a complaint is made against the CAO/Clerk, it will be put on the next incamera session for Council's review and direction.

The designated investigator will review the issues identified by the complainant, and in so doing they may:

- Review relevant Municipal and provincial legislation;
- Review relevant Municipal policies and procedures and any existing file documents;
- Interview employees or members of the public involved in the issue;
- Identify actions that may be taken to address the complaint or to improve municipal operations; and
- Provide a resolution report to the CAO/Clerk.

### **4. Decision**

Within sixty (60) calendar days of receipt of a complaint, the CAO/Clerk or designated investigator will provide a response in writing to the complainant, which will include:

- Whether or not the complaint was substantiated;
- If the complaint is not substantiated, the reason for the decision; and
- Any actions that the Municipality has or will take as a result of the complaint.

If the CAO/Clerk or designated investigator is unable to provide a full response within sixty (60) days, they will notify the complainant of the delay and provide an estimate of when a response will be provided.

### **5. Record**

The CAO/Clerk will file a copy of the complaint and response. Such record will be maintained in accordance with the Municipal Record Retention By-law. If a Municipal employee was the subject of the complaint, a copy of the record will be retained in their personnel file.

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2024 -**

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT, AS A CONDITION OF AN APPROVED ZONING BY-LAW AMENDMENT, WITH THE OWNERS OF THE LANDS:**

**KLAHANIE CAMPERS CORPORATION – PCL 12303 SEC SS; LT 17 CON 3 CROFT; LT 17 CON 4 CROAFT EXCEPT M406 & M508; MAGNETAWAN, being all of the lands described in PIN 52086-0093 (LT), ROLL: (494403000409700).**

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**WHEREAS** an application for a Zoning By-law Amendment was approved by the Council with the condition of a site plan agreement being entered into and registered on title, pursuant to Section 45 (9.1) of the Planning Act, R.S.O. 1990, regarding the aforementioned lands;

**AND WHEREAS** Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Municipality’s requirements;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Magnetawan hereby enacts as follows:

1. That the Municipality of Magnetawan enter into a site plan agreement substantially in the form attached hereto as “This Agreement.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Municipality’s solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 14<sup>th</sup> day of August, 2024

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

---

Mayor

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CAO/Clerk

**SITE PLAN AGREEMENT**

THIS AGREEMENT made between:

**KLAHANIE CAMPERS CORPORATION**

hereinafter called the "Owner"

OF THE FIRST PART

- AND -

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

hereinafter called the "Municipality"

OF THE SECOND PART

WHEREAS the lands affected by this Agreement are the lands described in paragraph 1.1 (the "subject lands");

AND WHEREAS the subject lands have been re-zoned to the Commercial Tourist Exception 4 Zone (CT-4) and are subject to site plan control;

AND WHEREAS the Municipality has approved the site plan showing the current organization of the site and provision for additional development on the subject lands, which approval is conditional upon the execution and registration of a site plan agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration (the receipt whereof is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

**1. SCOPE OF AGREEMENT**

1.1 DESCRIPTION OF LANDS - See Schedule "A" (hereinafter referenced as "the subject lands").

1.2 CONFORMITY WITH AGREEMENT - The Owner covenants and agrees that all development of and work upon the subject lands shall be in compliance with:

- a) the provisions of this Agreement;
- b) the Approved Plan(s) referenced in Schedule "B";
- c) all additional Schedules hereto attached;
- d) all applicable Municipal By-laws and all Provincial Legislation.

1.3 RELIANCE UPON REPRESENTATIONS - The Owner acknowledges that:

- a) it has made representations to the Municipality that it will maintain the subject lands in accordance with the Approved Plans and will not alter the development on the lands unless such alterations accord with the Approved Plans;
- b) the Municipality has entered into this Agreement in reliance upon these representations.

1.4 SCHEDULES ATTACHED - The following schedules are attached to this Agreement and form part of this Agreement:

Schedule "A" - Legal Description

Schedule "B" - Approved Plan(s)

## 2. MODIFICATION OF PLANS AND SPECIFICATIONS

2.1 There shall be no changes in the Schedules attached hereto, or to any plans, reports, specifications etc. filed and accepted by the Municipality concerning the subject lands unless such changes have been first submitted to, and accepted by, the Municipal Chief Administrative Officer ("C.A.O."), or other authorized representative.

## 3. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY

3.1 Prior to the execution of this Agreement by the Municipality, the Owner shall:

- a) Taxes - have paid all municipal tax bills issued and outstanding on the said lands,
- b) Land Ownership - be the registered owner in fee simple of the lands described in section 1.1,
- c) Postponements Mortgage/Charge - have filed with the municipal solicitor, at the discretion of the Municipality, a postponement of any Mortgage/Charge in favour of this agreement.

#### 4. **EFFECT OF SITE PLAN SHOWING PORTION OF SUBJECT LANDS**

- 4.1 The Owner acknowledges that the Municipality has not required the Owner to produce a site plan showing all of the Owner's lands. The Owner agrees and acknowledges that development of those portions of the land not shown on the site plan may require the Owner to apply for and obtain site plan approval. The Owner agrees that it will not seek any building permits for the foregoing until such time as it has applied for and received site plan approval or it has been confirmed by the Municipality that site plan approval is not required.

#### 5. **INTERNAL WORKS**

- 5.1 Development in Accordance with Approved Plans - The Owner will maintain at its expense all internal site services/works on the subject lands as shown in the Approved Plans in accordance with all applicable federal, provincial and municipal standards, specifications and/or regulations.
- 5.2 Maintenance - The Owner agrees that there shall be no further development of the lands except in accordance with the Municipality's site plan control by-law, the site plan approval and this agreement.
- 5.3 Applicability of Other Municipal By-laws - the Owner acknowledges that notwithstanding the issuance of site plan approval, any alteration of the shoreline including the conduct of any work in furtherance of this agreement shall be conducted in accordance with any federal/provincial laws or municipal by-law affecting or regulating the shoreline area.
- 5.4 Private Sanitary Sewage System and Drinking Water System – The Owner acknowledges and agrees that it is responsible for the maintenance and operation of the private sanitary sewage collection and disposal system and private drinking water supply and distribution system and for complying with all applicable law related thereto. The Owner acknowledges that any further development upon the subject lands may oblige the Owner to obtain updated, amended or new approvals (e.g. an Environmental Compliance Approval) for such systems from the Ministry of Environment, Conservation and Parks (MECP) or such other applicable approval authority.
- 5.5 Emergency Access Entrance - The Owner agrees that the northerly entrance to the subject lands (Tranquility Trail) shall be maintained as an emergency access point and is not intended for regular camp related traffic. The Owner agrees to maintain controlled access and should the Owner wish to lock such entrance it shall provide keys or access codes to the emergency service providers.
- 5.6 Fire Routes – The Owner acknowledges and agrees to maintain the Fire Access Route identified on the Site Plan in a condition that provides suitable access for emergency services vehicles to all sites and in accordance with applicable Provincial Legislation and associated regulations.

- 5.7 Entrance Permits – The Owner acknowledges and agrees that it is required to apply for and obtain an entrance permit for the second entrance to/from Lakeside Trail for the purpose of accessing the Boat Trailer and Overflow Parking Area identified on the Site Plan.

**6. GENERAL DEVELOPMENT STANDARDS**

- 6.1 The Owner shall ensure that all construction activities shall not commence until Permits are issued by the Chief Building Official where applicable.
- 6.2 The Owner covenants and agrees to arrange for private snow removal from the subject lands. The Owner shall, on a continuous basis, ensure that snow is regularly removed from the site when the designated snow storage areas as shown on the Site Plans (if any) are full. The Owner shall not store or provide for snow storage in any area immediately adjacent to a municipal street.
- 6.3 The Owner covenants and agrees to enter into a contract with a garbage collection contractor for garbage collection upon the said lands if required by the waste authority. Such garbage shall be deposited and stored in the area(s) shown (if applicable) on the Approved Plans. The Owner specifically releases and forever discharges the Municipality from any obligation of providing garbage collection services to the subject lands.

**7. EMERGENCY SITUATION**

- 7.1 If as a result of any work undertaken by the Owner, or its servants, or agents, there exists in the opinion of the Municipality's Public Works Superintendent, an emergency situation which requires immediate attention to avoid damage to public property or services owned by the Municipality, such work may be done immediately by the Municipal Engineer at the expense of the Owner, but notice shall be given to the Owner at the earliest possible time.

**8. REGISTRATION OF AGREEMENT AND OTHER DOCUMENTS**

- 8.1 The parties hereto consent to the registration of this Agreement by the Municipality upon the title of the said lands, which registration shall be included as a legal expense to the Owner. The Owner further agrees that it will execute such further and other documents, consents, or applications as may be reasonably required by the solicitor for the Municipality for the purpose of any registration against the said lands, or for the purpose of giving effect to the provisions required under this Development Agreement.



**9. EXPENSES TO BE PAID BY OWNER**

9.1 Every provision of this Agreement by which the Owner is obliged in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.

**10. ATTACHED SCHEDULES**

10.1 It is agreed that everything included in this Agreement and the Schedules attached thereto, together with all engineering drawings, material and undertakings filed by the Owner and accepted by the Municipality shall be included in and form part of this Agreement.

**11. RESTRICTIVE COVENANTS**

11.1 The Owner agrees that the covenants, agreements and obligations agreed to in this Agreement are and shall be of the same force and effect to all intents and purposes as a covenant, the burden of which shall run with the said lands and each and every part of this Agreement shall extend to, and be binding upon and enure to the benefit of each and all of the heirs, executors, administrators, successors-in-title, and assigns of the parties hereto respectively.

11.2 The covenants, agreements and obligations agreed to in this Agreement are declared to be appurtenant to and for the benefit of the lands of the Municipality abutting the said lands.

**12. INDEMNIFICATION FROM LIABILITY AND RELEASE**

12.1 The Owner covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality from any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Owner or on his behalf in connection with the carrying out of the provisions of this Agreement.

**13. NOTICES TO PARTIES**

13.1 Any Notice to be given by any party under this Agreement may be given by:

- a) personal service on the parties hereto, or
- b) prepaid first class mail addressed to the other party at their last known address and which shall be deemed to have been received 72 hours after mailing.

For the purposes of the foregoing, the addresses for the parties to this Agreement are as follows:

Owner: 1680 Gordon Point Road  
Magnetawan, Ontario P0A 1P0

Municipality: 4304 Hwy # 520 P.O. Box 70  
Magnetawan, Ontario P0A 1P0  
Attention: Chief Administrative Officer

**14. TIME OF THE ESSENCE**

14.1 The parties hereto agree that time shall be of the essence in this Agreement.

**15. ESTOPPEL OF OWNER**

15.1 The Owner agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

**16. INTERPRETATION**

16.1 It is hereby agreed that in construing these presents the word "Owner" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Owner" and "his", "hers", "its" or "their" respectively as the number and gender of the party or parties referred to in each case requires and the number of the verb agreeing therewith shall be so construed as agreeing with the said word or pronoun so substituted.

***Remainder of Page Intentionally Blank***

16.2 And that all covenants, liabilities and obligations entered into and imposed hereunder upon the Owner shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By Klahanie Campers Corporation on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Name:

Title:

I have the authority to bind the Corporation.

By The Corporation of the Municipality of Magnetawan on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

Per: \_\_\_\_\_ c/s

Name: Sam Dunnett

Title: Mayor

Per: \_\_\_\_\_ c/s

Name: Kerstin Vroom

Title: CAO/Clerk

We have the authority to bind the Corporation.

SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND KLAHANIE CAMPERS CORPORATION

LEGAL DESCRIPTION OF LANDS

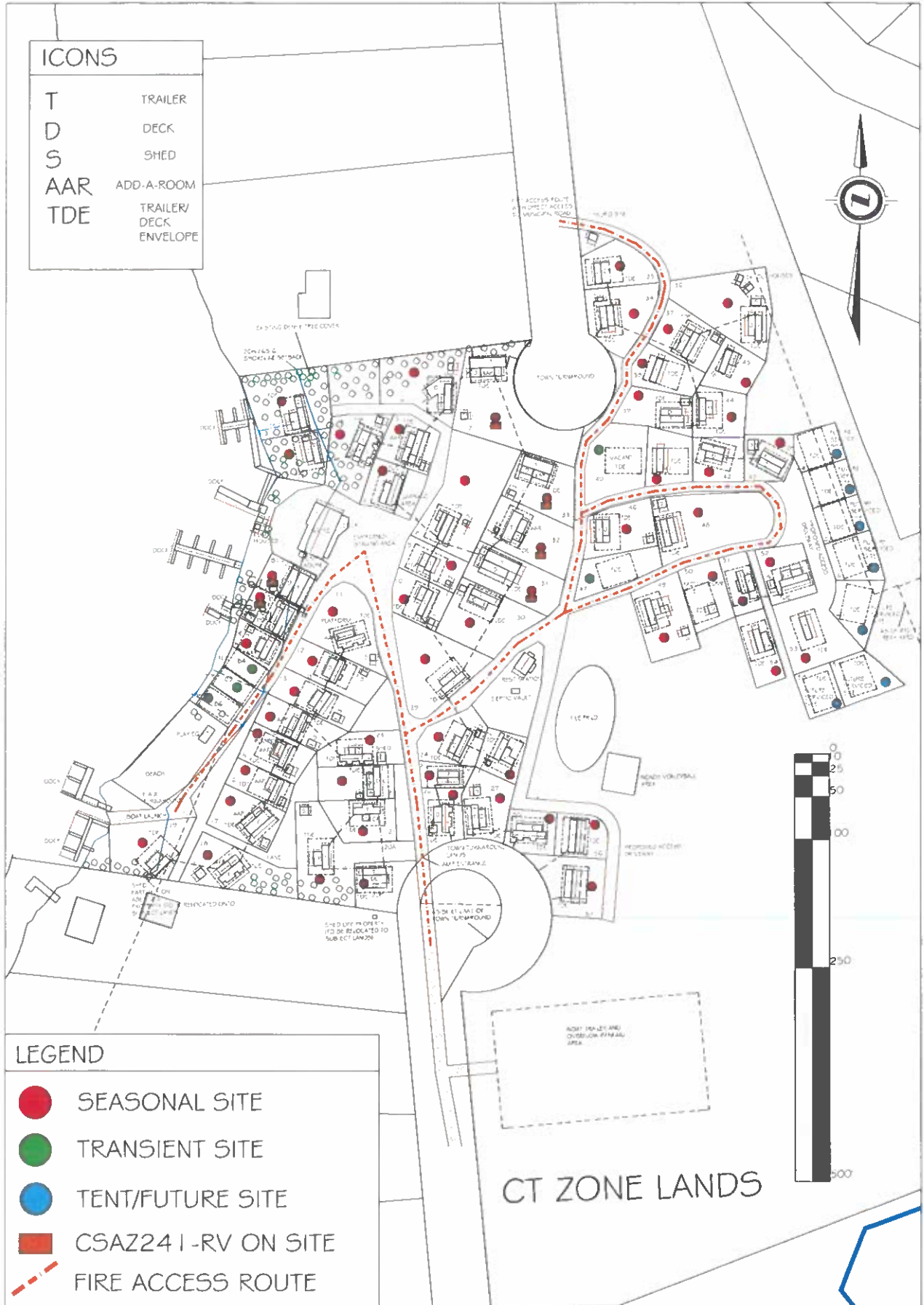
PCL 12303 SEC SS; LT 17 CON 3 CROFT; LT 17 CON 4 CROFT EXCEPT M406 & M508; MAGNETAWAN, being all of the lands described in PIN 52086-0093(LT).

SCHEDULE "B"

THIS IS SCHEDULE "B" TO THE DEVELOPMENT AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND KLAHANIE CAMPERS CORPORATION

THE APPROVED PLAN(S)

The Plan prepared by Wayne Simpson & Associates, Planning and Development Consultants, Project: Conceptual Master Plan, Dated November 17, 2020, Revision No: Jun 30, 2022, File Name: CAMPKLAHANIECONCEPT.dwg.



<b>PROJECT:</b> CONCEPTUAL MASTER PLAN	<b>LEGAL DESCRIPTION:</b> PART OF LOT 17, CONCESSION 4 TOWNSHIP OF MAGNETAWAN DISTRICT OF PARRY SOUND (EAST) PCL 12303	 WAYNE SWINSON & ASSOCIATES PLANNING AND DEVELOPMENT CONSULTANTS 370 KING WILLIAM STREET HEATHVILLE, ONTARIO P1H 1E4 TEL: (705) 769-9092 FAX: (705) 769-9094 info@swinson.ca	<b>DATE:</b> NOVEMBER 17, 2020
<b>CLIENT:</b> CAMP KLAMANIE	<b>LOCATION:</b> 1640 GORDON POINT ROAD	<b>WSA FILE No.:</b> 2225	<b>SCALE:</b> IMPERIAL (AS NOTED)
			<b>REVISION No.:</b> JUN 30, 2022
			<b>FILE NAME:</b> CAMPKLAMANIECONCEPT.dwg



**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW NO. 2024-**

**Being a By-law to confirm the proceedings of Council August 14, 2024**

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**WHEREAS** Section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** the Council of the Municipality of Magnetawan deems it desirable to confirm the proceedings of Council and to ratify decisions made at its meeting hereinafter set out;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

**1. Ratification and Confirmation**

**THAT** the action of the Council of the Municipality of Magnetawan at its meeting for the aforementioned date(s) with respect to each motion, resolution and other action passed and taken by this Council at its meetings, except where otherwise required, is hereby adopted, ratified, and confirmed as if such proceedings and actions were expressly adopted and confirmed by its separate By-law.

**2. Execution of all Documents**

**THAT** the Mayor of the Council of the Municipality of Magnetawan and the proper officers of the Municipality of Magnetawan are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, except where otherwise provided, and the Mayor and Clerk are hereby authorized and directed to execute all necessary documents and to affix the Corporate Seal of the Municipality to such documents.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 14th day of August 2024.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

---

Mayor

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CAO/Clerk

on dest  
Aug. 14/24  
E

**Erica Kellogg**

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**From:** Mark Allen <r...@gmail.com>  
**Sent:** August 13, 2024 8:39 AM  
**To:** livingmagnetawan@gmail.com; Councillor Kneller; john.s.hetherington@gmail.com; Jon Hind; sdunnett2@gmail.com; Kerstin Vroom; Erica Kellogg  
**Subject:** Aug. 14th Council Agenda - Item 2.2 Stop Up & Close - Unopened Road Allowance

Council and Staff:

We would like to express our support for the staff report which recommends against the sale of the unopened road allowance.

In the lawyer's letter from Edward B. Veldboom, Russell, Christie, LLP, it states on page 2 that the policy requires consideration of 3 distinct factors/issues.

One of those 3 factors/issues states: *"Are there any environmental, cultural or other public interests that may be affected by the sale of these lands?"*

The sale of this unopened road allowance will almost certainly have a further negative impact on the Scouts Canada property and on Lake Cecebe/Green Bay.

The Scouts Canada property was donated by the Partridge family in the 1940's. This is a pristine area of Lake Cecebe/Green Bay. There has already been an environmental impact on the Scouts Canada property, when living trees were illegally cut down. In addition, hydro was run across Scouts Canada property without their permission. Having spoken with representatives of Scouts Canada and the local Scouting group, they are concerned about development adjacent to their property and possible issues with trespassing and further environmental harm being done to the Scout Camp property.

In terms of the potential impact on Lake Cecebe/Green Bay, this area of the lake is enjoyed by many - from paddlers to those who like to fish, to people dropping their anchor and going for a swim off their boats. Should this sale be approved, and a dock is allowed, this could impact the lake environment. At present one building has been erected. Could future development for multiple buildings be allowed, and could the dock become a 5 or 10 slip dock? This would very likely negatively impact the Scout camp and the lake environment.

Should the sale of this property be contemplated, it is our belief the Rumble Family (Epitaph Group Inc. Property) and/or Scouts Canada, should have the first opportunity to purchase all of, or at the very least the portion of the unopened road allowance where it meets the shoreline as it is adjacent to their properties. It is our understanding that the Rumbles have notified the municipality in writing of their interest in purchasing the unopened road allowance and that Scouts Canada have also notified the municipality of their interest in this matter. It is our understanding that both the Rumbles and Scouts Canada's intention is to preserve and protect the existing environment. We have notified Scouts Canada that we will provide financial and fundraising support, should it be necessary in their pursuit of ensuring their camp is protected.

Rachel Sullivan and Mark Allen  
Residents